



Item 7

Travis County Commissioners Court Agenda Request

Meeting Date: April 16, 2013

Prepared By: Greg Chico **Phone #:** ext. 44659

Division Director/Manager: Steven M. Manilla, P.E.

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on Pflugerville Independent School District's offer to convey Parcels 5, 5E, 6 & 6E, needed by Travis County for the Wells Branch Parkway Roadway improvement project between Immanuel Road and Cameron Road, as part of the 2011 Bond Program in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

After review and consideration of various matters related to Travis county real estate needs for acquisitions of four parcels -- a fee simple "strip" of land, approximately 17 feet in width; a 0.057 acre (2,471) fee simple tract; and two small easement areas for lateral support (slope) easements, on March 21, 2013 the Pflugerville I.S.D. executed a basic purchase contract to convey such real property interests to the County in exchange for the County's construction of two concrete driveways with aprons from the planned Wells Branch Parkway pavement area to the newly configured right-of-way boundary. This offer came about after County staff -- design engineer, right-of-way personnel, etc. -- had worked to incorporate the future school district's plans into the roadway project design, to ensure that the basic infrastructure needs of both entities were considered from a comprehensive and joint perspective in advance of expenditures and construction activity. The proposed purchase contract attached hereto, and executed by the School District's Board of Trustees' President, represents the result of those efforts.

STAFF RECOMMENDATIONS:

TNR staff recommends acceptance of the proposed agreement as submitted to the County from Pflugerville I.S.D.

ISSUES AND OPPORTUNITIES:

The proposed transaction represents an opportunity for Travis County to work collaboratively with the local school district in ensuring that newly built public infrastructure will satisfy requirements of both entities. The school district's plans for their property include future development of facilities which will be served by the new County roadway and adjoining arterial network. By coordinating activities in a

proactive manner, the County and District can better plan for and support increasing local school / classroom demand, driven by on-going residential housing and population growth within the Pflugerville area.

FISCAL IMPACT AND SOURCE OF FUNDING:

Costs for construction of two driveways and the associated aprons between the planned Wells Branch Parkway pavement, across County-owned land / right-of-way, to the roadway's right-of-way boundary can and would be included in the project's overall construction budget. Furthermore, there are no direct costs for Travis County related to the proposed transaction and conveyance of the subject parcels.

ATTACHMENTS/EXHIBITS:

Proposed contract for conveyance of parcels 5, 5E, 6, and 6E.

REQUIRED AUTHORIZATIONS:

| | | | |
|------------------|-------------------|-----|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
| | | | |
| | | | |
| | | | |
| | | | |

CC:

| | | | |
|-----------------|---------------------|-----|----------|
| Steve Sun, P.E. | CIP Manager | TNR | 854-9383 |
| Greg Chico | Real Estate Manager | TNR | 854-4659 |
| Mike Martino | Real Estate Rep. | TNR | 854-7646 |
| | | | |

SM:GC:gc

3105 - Public Works/ROW - Wells Branch Parkway / 2011 Bond; Agenreq236

The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

SECTION V - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represents and warrants to BUYER now, through closing and surviving closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and is duly authorized and empowered to sell said PROPERTY;
- C. SELLER has paid all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY which will not be satisfied out of the Sales Price; and
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER.

If any representation above is untrue, SELLER shall remedy the deficiency prior to closing. Should SELLER not remedy the deficiency prior to closing, the SELLER shall be in default and BUYER may terminate this contract. If BUYER chooses to terminate this contract, BUYER'S sole remedy is the return of Earnest Money to BUYER.

SECTION VI - CLOSING

The parties will finalize the transaction by closing on or before 90 days after the date of this agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon confirmation by the parties.

- A. At the closing, SELLER shall deliver to BUYER the following:
 - 1. A duly executed and acknowledged Special Warranty Deed in a form and substance as the Deed attached as Exhibit "F" and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein below and/or approved by BUYER in writing prior to

closing; or, if the PROPERTY described in Section I is or includes an easement or license, SELLER shall deliver such appropriate or additional documents as set out in Exhibit "G" to close the transaction.

2. An Owner's Policy of Title Insurance (the "Title Policy"), with premium cost to be paid by the BUYER, issued by Gracy Title Insurance Company in the full amount of the Sales Price (or appraised value of the PROPERTY if cash is not the consideration), dated as of the closing, insuring BUYER'S contractual interest to the PROPERTY to be good and indefeasible subject only to those title exceptions contained in the standard, printed form allowed by the State Department of Insurance, however;
 - a. the exception as to restrictive covenants shall be endorsed "None of Record," unless waived by BUYER before closing.
 - b. the exception as to the lien for taxes shall be limited to the year of closing.
 3. Evidence of its capacity and authority for the closing of this transaction.
 4. All signed releases, affidavits, and other necessary documents to close this transaction.
 5. Possession of the PROPERTY.
 6. Evidence that all general real estate taxes for the then current year relating to the Property (if purchased in fee) and interest on any existing indebtedness prorated to the day of closing have been paid.
 7. Evidence that all special taxes or assessments to the Closing Date shall be paid by Seller.
- B. The SELLER shall pay all cost of releasing existing loans, liens or other encumbrances, his attorney's fees and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the closing, BUYER shall perform the following:
1. Sign any documents a buyer would normally sign to close a similar transaction.

2. Pay cost of owner's title policy premium.
3. Pay the Purchase Price.

SECTION VII - BREACH BY SELLER

In the event that the SELLER shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except the BUYER'S default, the BUYER may as its sole and exclusive remedy terminate this contract by giving notice to SELLER on or before the Closing Date and have the Earnest Money returned to BUYER.

SECTION VIII - BREACH BY BUYER

In the event that the BUYER should fail to consummate the purchase of the property, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER may as its sole and exclusive remedy terminate this contract by giving notice to BUYER on or before the Closing Date and accept the Earnest Money as liquidated damages.

SECTION IX - MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

SECTION X – AS IS, WHERE IS

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN THIS CONTRACT.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

SECTION XI - MISCELLANEOUS

1. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.
2. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

SELLER: Pflugerville Independent School District
Bill Clayton, Executive Director Facilities & Support
Services
2021 Crystal Bend Drive
Pflugerville, TX 78660

BUYER: Travis County, Texas
c/o County Executive
Transportation and Natural Resources
Attn.: Mike Martino
P. O. Box 1748
Austin, Texas 78767

COPY TO: The Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

3. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created here-under are performable in Travis County, Texas.
4. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

6. Entire Agreement

- A. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the parties with respect to said matter. The Parties have agreed to additional provisions attached as Exhibit "E".
- B. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.

7. Time of Essence. Time is of the essence of this Contract.

8. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.


IN WITNESS WHEREOF, the Parties hereunto, acting by and through their duly authorized officers or on their own behalf have caused this Contract to be signed on the day and year below written. The later day and year below written will be the effective date upon which all duties under this Contract shall begin.

(Signatures on following page.)

SELLER:

PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT

Date: March 21, 2013

By: 
Signature

Printed Name: Elva Gladney

Title: President, Board of Trustees

BUYER:

TRAVIS COUNTY, TEXAS

Date: _____

By: _____
Samuel T. Biscoe, Travis County Judge

Exhibit "A"

Page 1 of 4

County: Travis
Parcel No.: 5
Highway: Wells Branch Parkway

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.402 ACRE (17,495 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 160, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 30 ACRE TRACT OF LAND (EXHIBIT A-1) AND THAT CALLED 74.5 ACRE TRACT OF LAND (EXHIBIT A-2) CONVEYED TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 9509, PAGE 234 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.402 ACRE (17,495 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found ½" iron rod in the common line of the westerly boundary line of that called 1.973 acre tract of land conveyed to the Board of Trustees of the Pflugerville Independent School District by instrument recorded in Document No. 2007017122, of the Official Public Records of Travis County, Texas, same being the easterly boundary line of said 74.5 acre tract;

THENCE, with said common boundary line, N 27°32'19" E a distance of 1,012.88 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of Wells Branch Parkway (right-of-way width varies) for the most southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the westerly boundary line of said 1.973 acre tract, through the interior of said 74.5 acre tract, with said proposed right-of-way line, along a curve to the left, having a delta angle of 01°24'11", a radius of 1530.13 feet, an arc length of 37.47 feet, and a chord which bears N 62°27'37" W for a distance of 37.47 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", for a point of tangency of the herein described tract;
- 2) **THENCE**, continuing with said proposed southerly right-of-way line, through in part the interior of said 30 acre tract and in part said 74.5 acre tract, N 63°09'43" W for a distance of 1008.86 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being the easterly boundary line of the remaining portion of that called Tract No. Five, conveyed to Butler Broadcasting Company, Ltd. by instrument recorded in Volume 13079 Page 1875 of the Real Property Records of Travis County Texas, same being the most westerly boundary line of said 30 acre tract, for the most southwesterly corner of the herein described tract;
- 3) **THENCE**, departing said proposed southerly right-of-way line, with the easterly boundary line of the remaining portion of said Tract No. Five, same being the westerly boundary line of said 30.00 acre tract, N 27°26'38" E for a distance of 16.40 feet to a calculated point, in the existing southerly right-of-way line of said Wells Branch Parkway (right-of-way width varies), being the most northeasterly corner of the remaining portion of said Tract No. Five, for the most northwesterly corner of the herein described tract and from which a found capped iron rod in the existing southerly right-of-way line of said Wells Branch Parkway, being the most northwesterly corner of the remaining portion of said Tract No. Five, same being the most easterly corner of the remainder of that called 356.920 acre tract of land conveyed to Sun Communities Texas Limited Partnership by instrument recorded in Document No. 2001056531 of the Official Property Records of Travis County Texas, bears N 63°11'48" W at a distance of 60.00 feet;

- 4) **THENCE**, departing the easterly boundary line of the remaining portion of said Tract No. Five, with said proposed right-of-way line, **S 63°11'48" E** for a distance of **1046.37** feet to a calculated point in the westerly boundary line of said 1.973 acre tract, for the most northeasterly corner of the herein described tract and from which a found concrete fence post being in the existing southerly right-of-way line of Killingsworth Lane, same being the most northwesterly corner of said 1.973 acre tract bears, **N 27°32'19" E** at a distance of **64.83** feet;
- 5) **THENCE**, departing said proposed right-of-way line, with the westerly boundary line of said 1.973 acre tract, same being the easterly boundary line of said 74.5 acre tract, **S 27°32'19" W** for a distance of **17.49** feet to the **POINT OF BEGINNING**, containing **0.402** acres (17,495 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

11 June 2012

M. Stephen Truesdale
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, LP
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

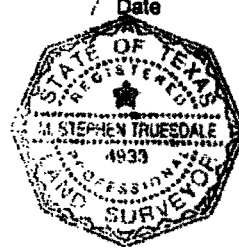


EXHIBIT "A"

PLAT TO ACCOMPANY DESCRIPTION

| NUMBER | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|-------------|----------|------------|--------------|-----------------|
| C1 | 01° 24' 11" | 1530.13' | 37.47' | 37.47' | N 62° 27' 37" W |

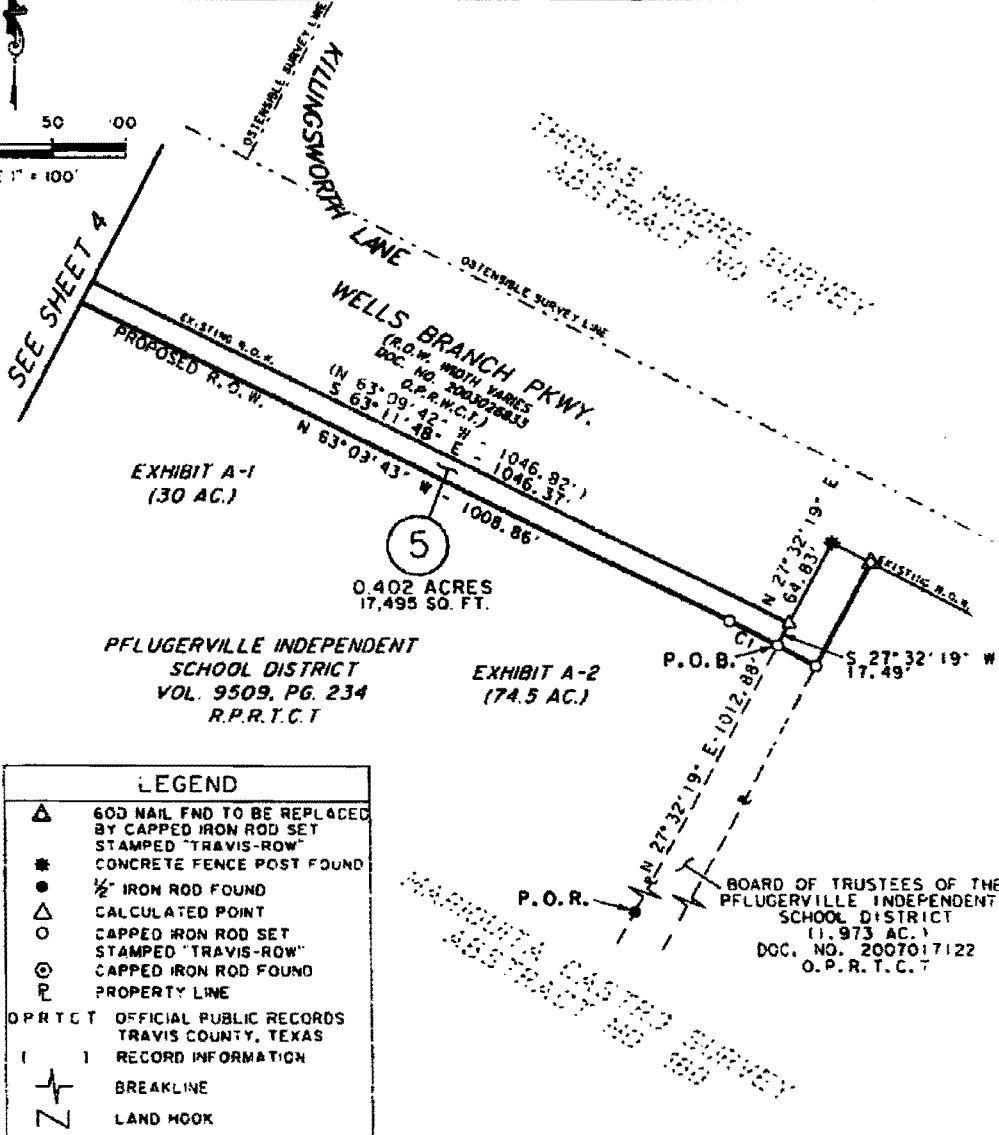
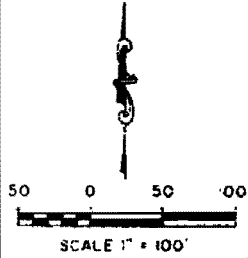


EXHIBIT A-1
(30 AC.)

PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
VOL. 9509, PG. 234
R.P.R.T.C.T

EXHIBIT A-2
(74.5 AC.)

BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
(1.973 AC.)
DOC. NO. 2007017122
O.P.R.T.C.T

| LEGEND | |
|--------|---|
| ▲ | 603 NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ■ | CONCRETE FENCE POST FOUND |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ○ | CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ⊙ | CAPPED IRON ROD FOUND |
| — | PROPERTY LINE |
| OPRTCT | OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS |
| | RECORD INFORMATION |
| + | BREAKLINE |
| Z | LAND HOOK |

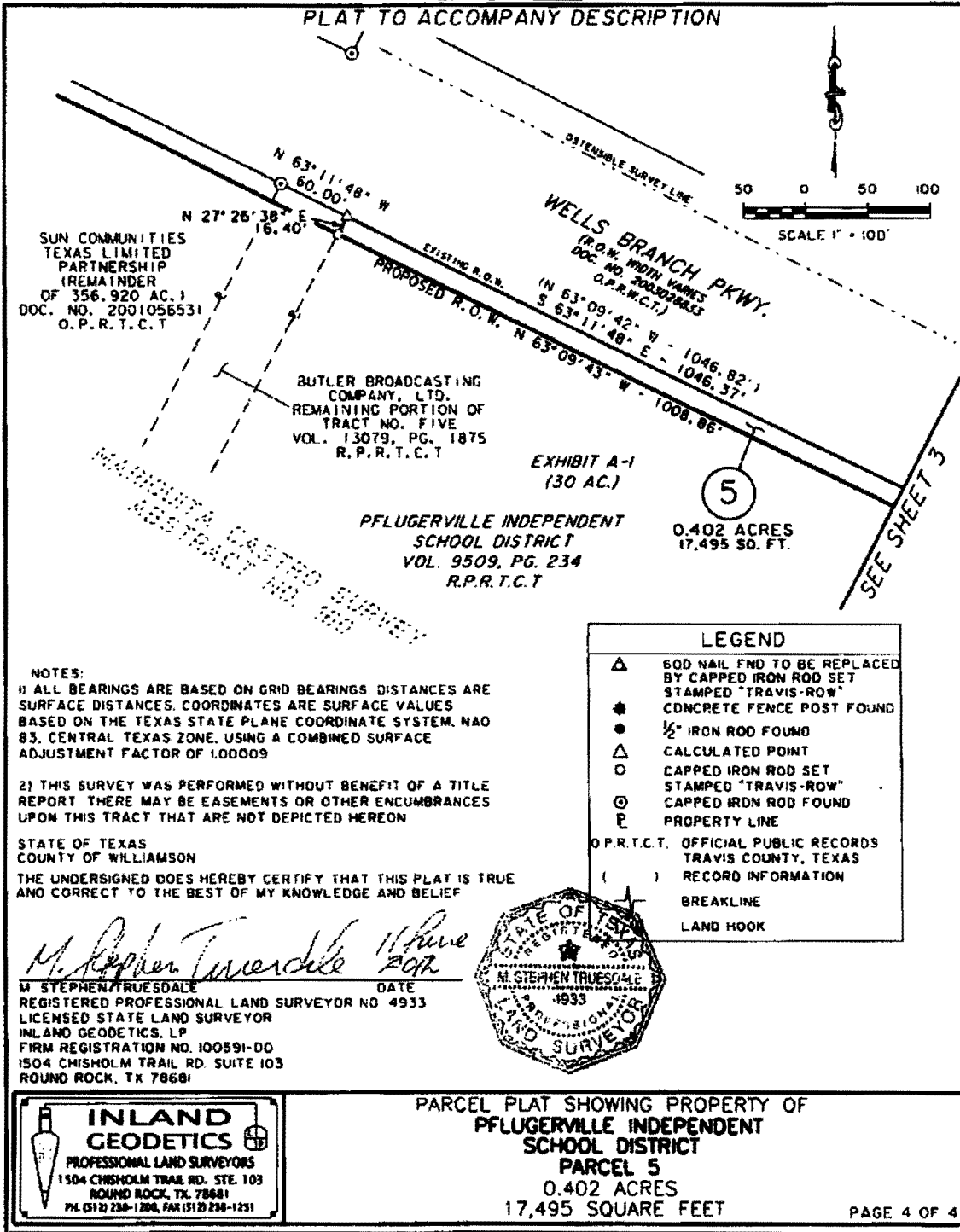
INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHESTNUT TRAIL RD. STE. 103
ROUND ROCK, TX. 78661
PH. (512) 228-1200, FAX (512) 228-1251

PARCEL PLAT SHOWING PROPERTY OF
PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
PARCEL 5
0.402 ACRES
17,495 SQUARE FEET

PAGE 3 OF 4

EXHIBIT "A"

PLAT TO ACCOMPANY DESCRIPTION



SUN COMMUNITIES
TEXAS LIMITED
PARTNERSHIP
(REMAINDER
OF 356.920 AC.)
DOC. NO. 2001056531
O. P. R. T. C. T

BUTLER BROADCASTING
COMPANY, LTD.
REMAINING PORTION OF
TRACT NO. FIVE
VOL. 13079, PG. 1875
R. P. R. T. C. T

WELLS BRANCH PKWY.
(R.O.W. WIDTH Varies
DOC. NO. 2003228633
O.P.R.W.C.T.)
IN 63° 09' 42" W - 1046.82'
S 63° 11' 48" E - 1046.37'

EXHIBIT A-1
(30 AC.)

PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
VOL. 9509, PG. 234
R.P.R.T.C.T

5
0.402 ACRES
17,495 SQ. FT.

SEE SHEET 3

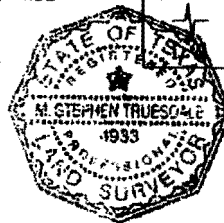
NOTES:
1) ALL BEARINGS ARE BASED ON GRID BEARINGS DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00009

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON

STATE OF TEXAS
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

M. Stephen Truesdale 11 June 2017
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
FIRM REGISTRATION NO. 100591-DD
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681



| LEGEND | |
|--------------|--|
| △ | 60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET |
| * | STAMPED "TRAVIS-ROW" CONCRETE FENCE POST FOUND |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ○ | CAPPED IRON ROD SET |
| ⊙ | STAMPED "TRAVIS-ROW" CAPPED IRON ROD FOUND |
| ⌞ | PROPERTY LINE |
| O.P.R.T.C.T. | OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS |
| () | RECORD INFORMATION |
| --- | BREAKLINE |
| ┌ | LAND HOOK |

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH (512) 238-1200, FAX (512) 238-1231

PARCEL PLAT SHOWING PROPERTY OF
PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
PARCEL 5
0.402 ACRES
17,495 SQUARE FEET

Exhibit "B"

Page 1 of 3

County: Travis
Parcel No.: 6
Highway: Wells Branch Parkway

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.057 ACRE (2,471 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 160, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.973 ACRE TRACT OF LAND CONVEYED TO THE BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007017122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.057 ACRE (2,471 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found 1/2" iron rod in the common line of the easterly boundary line of that called 74.5 acre tract of land (Exhibit A-2) conveyed to Pflugerville Independent School District by instrument recorded in Volume 9508, Page 234, of the Real Property Records of Travis County, Texas, same being the westerly boundary line of said 1.973 acre tract;

THENCE, with said common boundary line, N 27°32'19" E a distance of 1,012.88 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of Wells Branch Parkway (right-of-way width varies) for the most southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed southerly right-of-way line, continuing with said common boundary line, N 27°32'19" E for a distance of 17.49 feet to a calculated point being an angle point in the existing southerly right-of-way line of said Well Branch Parkway, same being the most northeasterly corner of said 74.5 acre;
- 2) **THENCE**, with said existing southerly right-of-way line, same being the westerly boundary line of said 1.973 acre tract, N 27°32'19" E for a distance of 64.83 feet to a found concrete fence post in the southerly right-of-way line of Killingsworth Lane, being the most northwesterly corner of said 1.973 acre tract, for the most northwesterly corner of the herein described tract;
- 3) **THENCE**, departing the existing southerly right-of-way line of said Wells Branch Parkway, with the existing southerly right-of-way line of said Killingsworth Lane, same being the northerly boundary line of said 1.973 acre tract, S 61°40'39" E for a distance of 30.00 feet to a 60 D nail found to be replaced by a set capped iron rod stamped "TRAVIS ROW", being the most northwesterly corner of that called 197.451 acre tract of land (Tract 2) conveyed to Cameron & Killingsworth Pflugerville-292, L.L.P. by instrument recorded in Document No. 2008088656 of the Official Public Records of Travis County Texas, for the most northeasterly corner of the herein described tract;
- 4) **THENCE**, departing the existing southerly right-of-way line of said Killingsworth Lane, with the westerly boundary line of said 197.451 acre tract, same being the easterly boundary line of said 1.973 acre tract, S 27°33'36" W for a distance of 82.58 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", in the proposed southerly right-of-way line of said Wells Branch Parkway, for the most southeasterly corner of the herein described tract and from which a found concrete fence post in the common boundary line of said 197.451 acre tract and said 1.973 acre tract bears S 27°32'19" W at a distance of 1012.67 feet;

- 5) **THENCE**, departing the westerly boundary line of said 197.451 acre tract, with said proposed right-of-way line, through the interior of said 1.973 acre tract, along a curve to the left, having a delta angle of 01°07'21", a radius of 1530.13 feet, an arc length of 29.97 feet, and a chord which bears N 81°11'51" W for a distance of 29.97 feet to the **POINT OF BEGINNING**, containing 0.057 acres (2,471 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

7 June 2012

M. Stephen Truesdale
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, LP
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681



EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION

| NUMBER | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|-------------|----------|------------|--------------|-----------------|
| CI | 01° 07' 21" | 1530.13' | 29.97' | 29.97' | N 61° 11' 51" W |

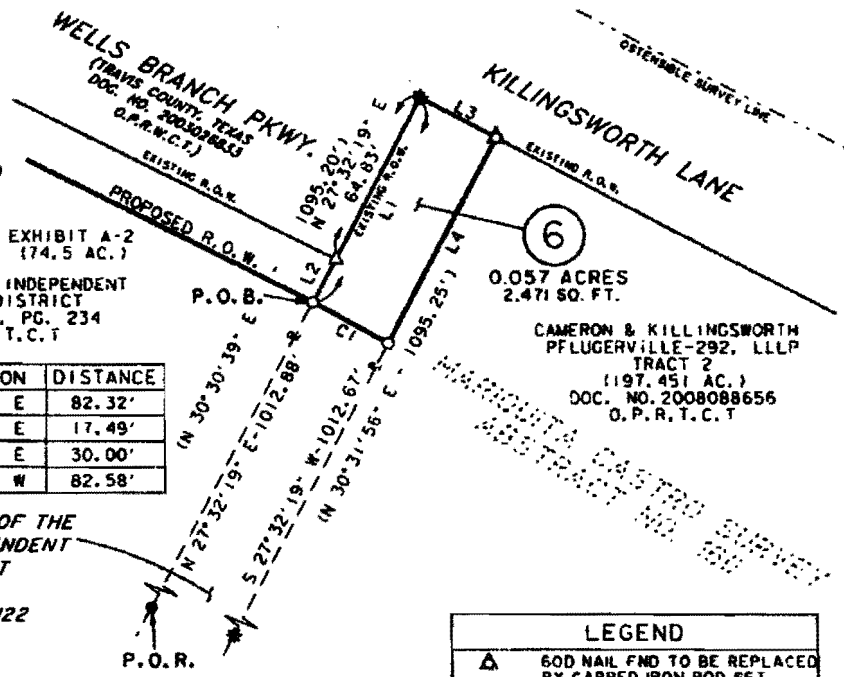
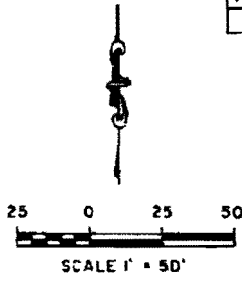


EXHIBIT A-2
(74.5 AC.)
PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
VOL. 9509, PG. 234
R.P.R.T.C.T

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | N 27° 32' 19" E | 82.32' |
| L2 | N 27° 32' 19" E | 17.49' |
| L3 | S 61° 40' 39" E | 30.00' |
| L4 | S 27° 33' 36" W | 82.58' |

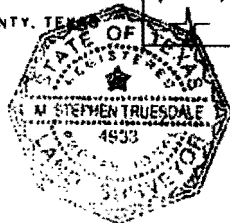
BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
(1,973 AC.)
DOC. NO. 200701722
O.P.R.T.C.T

NOTES:
1) ALL BEARINGS ARE BASED ON GRID BEARINGS DISTANCES ARE SURFACE DISTANCES COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 100009.
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON

STATE OF TEXAS
COUNTY OF WILLIAMSON
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS

| LEGEND | |
|--------------|---|
| ▲ | 60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ● | CONCRETE FENCE POST FOUND |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ○ | CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ⊙ | CAPPED IRON ROD FOUND |
| ⊔ | PROPERTY LINE |
| R.P.R.T.C.T | REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS |
| O.P.R.T.C.T. | OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS |
| () | RECORD INFORMATION |
| — — — | BREAKLINE |

M. Stephen Truesdale 7 June 2012
M STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE 103
ROUND ROCK, TX 78681
PH. (512) 296-1200, FAX (512) 228-1251

PARCEL PLAT SHOWING PROPERTY OF
BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT
PARCEL 6
0.057 ACRES
2,471 SQUARE FEET
PAGE 3 OF 3

Exhibit "C"

Page 1 of 4

County: Travis
Parcel No.: 5-E
Highway: Wells Branch Parkway

PROPERTY DESCRIPTION FOR PARCEL 5-E

DESCRIPTION OF A 0.547 ACRE (23,809 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 180, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 30 ACRE TRACT OF LAND (EXHIBIT A-1) AND THAT CALLED 74.5 ACRE TRACT OF LAND (EXHIBIT A-2) CONVEYED TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 9509, PAGE 234 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.547 ACRE (23,809 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found $\frac{1}{2}$ " iron rod in the common line westerly boundary line of that called 1.973 acre tract of land conveyed to the Board of Trustees of the Pflugerville Independent School District by instrument recorded in Document No. 2007017122, of the Official Public Records of Travis County, Texas, same being the easterly boundary line of said 74.5 acre tract;

THENCE, with said common boundary line, **N 27°32'19" E** for a distance of **997.88** feet to a calculated point, the grid coordinates of said point for this description being determined as Northing=10120588.30, Easting=3158655.71, TXSPC Zone 4203, for the most southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the westerly boundary line of said 1.973 acre tract, through the interior of said 74.5 acre tract and said 30 acre tract, the following three (3) courses:

- 1) Along a curve to the left, having a delta angle of **01°19'13"**, a radius of **1515.13** feet, an arc length of **34.91** feet, and a chord which bears **N 62°24'43" W** for a distance of **34.91** feet to a calculated point, for a point of tangency of the herein described tract;
- 2) **N 64°35'39" W** for a distance of **400.03** feet to a calculated point;
- 3) **N 63°09'43" W** for a distance of **611.61** feet to a calculated point, being in the easterly boundary line of the remaining portion of that called Tract No. Five, conveyed to Butler Broadcasting Company, Ltd. by instrument recorded in Volume 13079 Page 1875 of the Real Property Records of Travis County Texas, same being in the westerly boundary line of said 30 acre tract, for the most southwesterly corner of the herein described tract;
- 4) **THENCE**, with the easterly boundary line of the remaining portion of said Tract No. Five, same being the westerly boundary line of said 30 acre tract, **N 27°26'38" E** for a distance of **25.00** feet to a set $\frac{1}{2}$ " capped iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of said of Wells Branch Parkway (right-of-way width varies), for the northwesterly corner of the herein described tract;

THENCE, departing the easterly boundary line of the remaining portion of said Tract No. Five, through the interior of said 30 acre tract and said 74.5 acre tract, the following two (2) courses:

- 5) **S 63°09'43" E** for a distance of **1008.86** feet to a set $\frac{1}{2}$ " capped iron rod stamped "TRAVIS ROW", for a point of tangency of the herein described tract;

- 6) Along a curve to the right, having a delta angle of 01°24'11", a radius of 1530.13 feet, an arc length of 37.47 feet, and a chord which bears S 62°27'37" E for a distance of 37.47 feet to a set ½" capped iron rod stamped "TRAVIS ROW", being in the westerly boundary line of said 1.973 acre tract, for the most northeasterly corner of the herein described tract and from which a found concrete fence post being in the existing southerly right-of-way line of Killingsworth Lane, same being the most northwesterly corner of said 1.973 acre tract bears N 27°32'19" E at a distance of 82.32 feet;
- 7) **THENCE**, departing said proposed right-of-way line, with the westerly boundary line of said 1.973 acre tract, same being the easterly boundary line of said 74.5 acre tract, S 27°32'19" W for a distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.547 acres (23,809 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

§

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

31 AUG 2012

 M. Stephen Truesdale
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, LP
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

Date

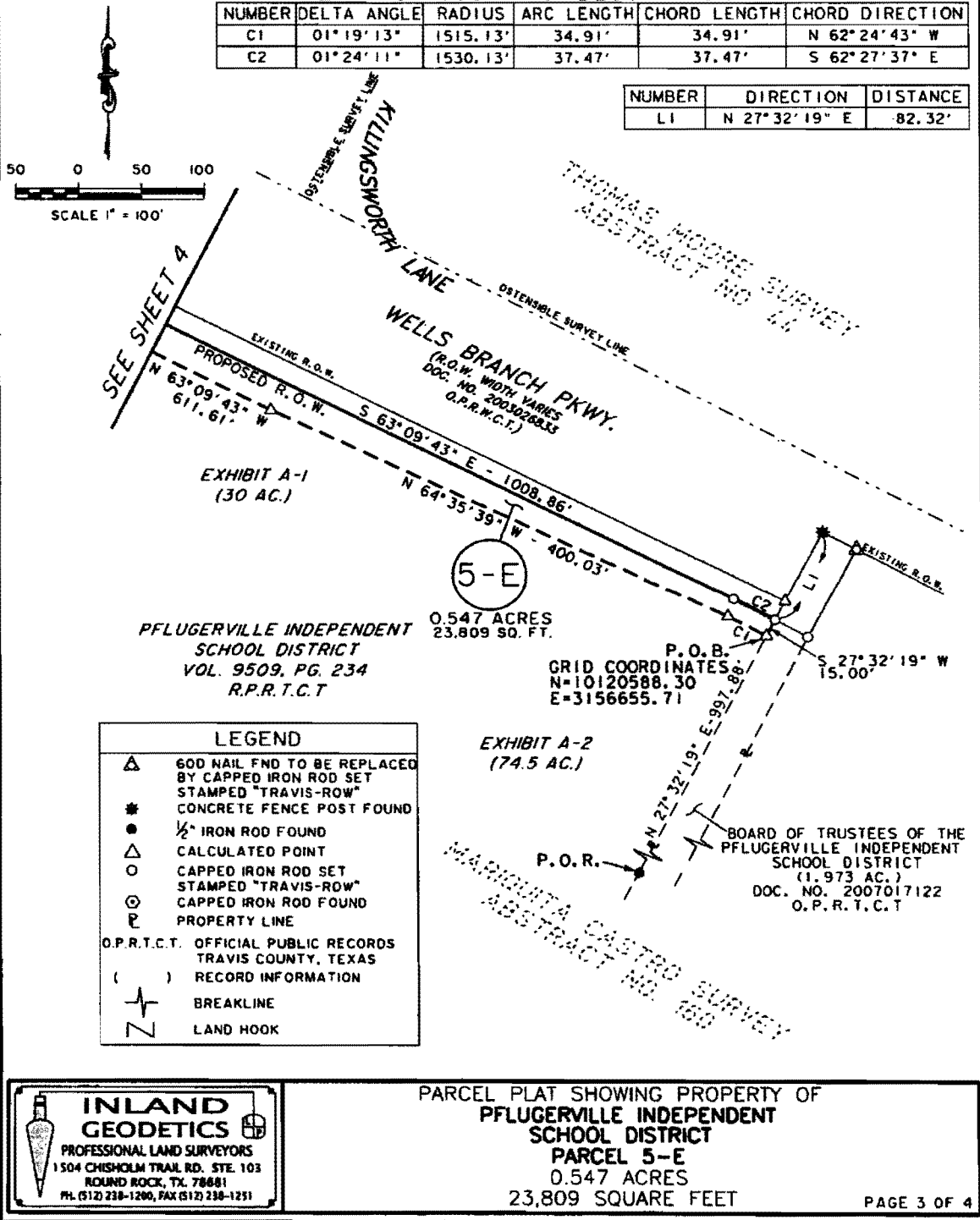


EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

| NUMBER | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|-------------|----------|------------|--------------|-----------------|
| C1 | 01° 19' 13" | 1515.13' | 34.91' | 34.91' | N 62° 24' 43" W |
| C2 | 01° 24' 11" | 1530.13' | 37.47' | 37.47' | S 62° 27' 37" E |

| NUMBER | DIRECTION | DISTANCE |
|--------|-----------------|----------|
| L1 | N 27° 32' 19" E | 82.32' |



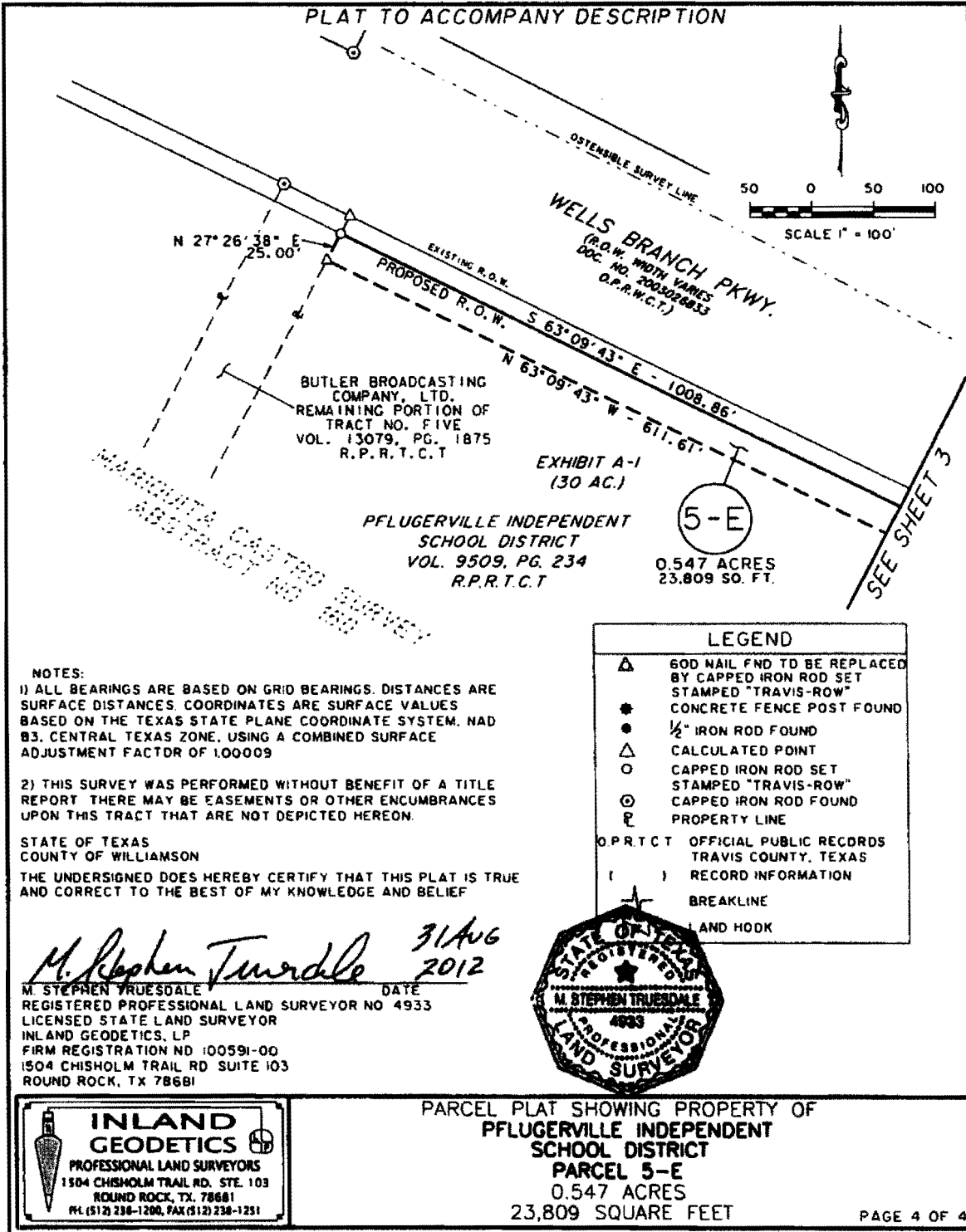
| LEGEND | |
|--------------|--|
| △ | 60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET |
| * | STAMPED "TRAVIS-ROW" CONCRETE FENCE POST FOUND |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ○ | CAPPED IRON ROD SET |
| ⊙ | STAMPED "TRAVIS-ROW" CAPPED IRON ROD FOUND |
| ⊔ | PROPERTY LINE |
| O.P.R.T.C.T. | OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS |
| () | RECORD INFORMATION |
| + | BREAKLINE |
| ⊥ | LAND HOOK |

INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1231

PARCEL PLAT SHOWING PROPERTY OF
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT
PARCEL 5-E
 0.547 ACRES
 23,809 SQUARE FEET

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

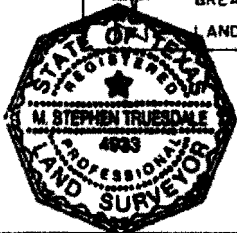


NOTES:
 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00009

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

STATE OF TEXAS
 COUNTY OF WILLIAMSON
 THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

M. Stephen Truesdale 31 AUG 2012
 M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LP
 FIRM REGISTRATION NO 00591-00
 1504 CHISHOLM TRAIL RD SUITE 103
 ROUND ROCK, TX 78681



| LEGEND | |
|--------------|---|
| △ | 60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ● | CONCRETE FENCE POST FOUND |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ○ | CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ⊙ | CAPPED IRON ROD FOUND |
| ⌞ | PROPERTY LINE |
| O.P.R.T.C.T. | OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS |
| () | RECORD INFORMATION |
| --- | BREAKLINE |
| ┌ | LAND HOOK |

INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH: (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
 PFLUGERVILLE INDEPENDENT
 SCHOOL DISTRICT
 PARCEL 5-E
 0.547 ACRES
 23,809 SQUARE FEET

PAGE 4 OF 4

Exhibit "D"

Page 1 of 3

County: Travis
Parcel No.: 6-E
Highway: Wells Branch Parkway

PROPERTY DESCRIPTION FOR PARCEL 6-E

DESCRIPTION OF A 0.010 ACRE (450 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 160, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.973 ACRE TRACT OF LAND CONVEYED TO THE BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007017122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.010 ACRE (450 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found 1/2" iron rod in the common line of the easterly boundary line of that called 74.5 acre tract of land (Exhibit A-2) conveyed to Pflugerville Independent School District by instrument recorded in Volume 9509, Page 234, of the Real Property Records of Travis County, Texas, same being the westerly boundary line of said 1.973 acre tract;

THENCE, with said common boundary line, **N 27°32'19" E** a distance of **997.88** feet to a calculated point, point, the grid coordinates of said point for this description being determined as Northing=10120588.30, Easting=3156655.71, TXSPC Zone 4203, for the most southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said common boundary line, **N 27°32'19" E** for a distance of **15.00** feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of Wells Branch Parkway (right-of-way width varies), being an angle point in the existing southerly right-of-way line of said Well Branch Parkway, same being the most northeasterly corner of said 74.5 acre tract and from which a found concrete fence post being in the existing southerly right-of-way line of Killingsworth Lane, same being the most northwesterly corner of said 1.973 acre tract bears **N 27°32'19" E** at a distance of **82.32** feet;
- 2) **THENCE**, departing the easterly boundary line of said 74.5 acre tract, with said proposed right-of-way line, through the interior of said 1.973 acre tract, along a curve to the right, having a delta angle of **01°07'21"**, a radius of **1530.13** feet, an arc length of **29.97** feet, and a chord which bears **S 61°11'51" E** for a distance of **29.97** feet to set capped 1/2" iron rod stamped "TRAVIS ROW", being in the common boundary line of that called 197.451 acre tract of land (Tract 2) conveyed to Cameron & Killingsworth Pflugerville-292, L.L.L.P. by instrument recorded in Document No. 2008088656 of the Official Public Records of Travis County Texas, and said 1.973 acre tract, and from which a 60 D nail found to be replaced by a set capped iron rod stamped "TRAVIS ROW", being the most northwesterly corner of said 197.451 acre tract, same being the northeasterly corner of said 1.973 acre tract bears **N 27°33'36" E** at a distance of **82.58** feet;
- 3) **THENCE**, departing the proposed southerly right-of-way line of said Wells Branch Parkway, with the common boundary line of said 197.451 acre tract and said 1.973 acre tract, **S 27°33'36" W** for a distance of **15.01** feet to a calculated point, for the southeasterly corner of the herein described tract and from which a found concrete fence post in the common boundary line of said 197.451 acre tract and said 1.973 acre tract bears **S 27°33'36" W** at a distance of **997.66** feet;

- 4) **THENCE**, departing the westerly boundary line of said 197.451 acre tract, through the interior of said 1.973 acre tract, along a curve to the left, having a delta angle of 01°08'00", a radius of 1515.13 feet, an arc length of 29.97 feet, and a chord which bears N 61°11'06" W for a distance of 29.97 feet to the **POINT OF BEGINNING**, containing 0.010 acres (450 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §

§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

31 AUG 2012

M. Stephen Truesdale
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, LP
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

Date

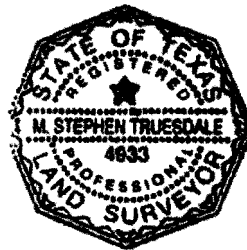
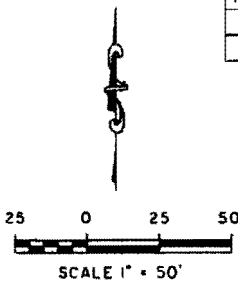


EXHIBIT D

PLAT TO ACCOMPANY DESCRIPTION

| NUMBER | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|-------------|----------|------------|--------------|-----------------|
| C1 | 01°07'21" | 1530.13' | 29.97' | 29.97' | S 61°11'51" E |
| C2 | 01°08'00" | 1515.13' | 29.97' | 29.97' | N 61°11'06" W |



PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT
VOL. 9509, PG. 234
R. P. R. T. C. T

P.O.B.
GRID COORDINATES
N=10120588.30
E=3156655.71

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | N 27°32'19" E | 15.00' |
| L2 | N 27°32'19" E | 82.32' |
| L3 | S 27°33'36" W | 15.01' |
| L4 | N 27°33'36" E | 82.58' |

BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT
(1.973 AC.)
DOC. NO. 2007017122
O.P.R.T.C.T

6-E
0.010 ACRES
450 SQ. FT.

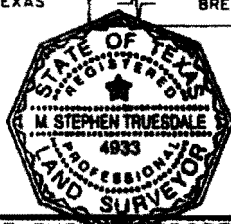
CAMERON & KILLINGSWORTH PFLUGERVILLE-292, LLLP
TRACT 2
(197.451 AC.)
DOC. NO. 2008088656
O.P.R.T.C.T

NOTES:
1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00009
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON

STATE OF TEXAS
COUNTY OF WILLIAMSON
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS

| LEGEND | |
|-------------|---|
| △ | 60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ● | CONCRETE FENCE POST FOUND |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ○ | CAPPED IRON ROD SET STAMPED "TRAVIS-ROW" |
| ⊙ | CAPPED IRON ROD FOUND |
| ⌒ | PROPERTY LINE |
| R.P.R.T.C.T | REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS |
| O.P.R.T.C.T | OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS |
| () | RECORD INFORMATION |
| — | BREAKLINE |

M. Stephen Truesdale 31 AUG 2012
M STEPHEN TRUESDALE DATE 2012
REGISTERED PROFESSIONAL LAND SURVEYOR NO 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
FIRM REGISTRATION NO 100591-00
1504 CHISHOLM TRAIL RD SUITE 103
ROUND ROCK, TX 78681



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT
PARCEL 6-E
0.010 ACRES
450 SQUARE FEET

PAGE 3 OF 3

EXHIBIT "E"
SPECIAL CONSIDERATION

As part of BUYER'S Wells Branch roadway project that will improve access to the PISD property resulting from the County's road improvements, BUYER hereby agrees to construct one 36 foot wide concrete driveway and one 45 foot wide concrete driveway with driveway aprons (wide enough to accommodate two lanes of traffic and three lanes of traffic, respectively), between the new Wells Branch roadway pavement edge, and southern boundary of the new right-of-way line, also defined as the northernmost edge of the property shown in Exhibits "A" and "B" attached hereto. Said driveway shall be constructed at BUYER'S sole cost and expense and in locations that are acceptable to both BUYER and SELLER.

EXHIBIT "F"

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE
PRESENTS:
COUNTY OF TRAVIS §

That PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, by and through (*Name of presiding officer*), its (*Title of executive officer*), on behalf of PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "GRANTOR," whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as "GRANTEE," the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit _ which is attached hereto and made a part hereof.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to WARRANT and FOREVER DEFEND, all and singular, the said premises to GRANTEE and GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

This conveyance is made subject to the Permitted Exceptions set forth in Exhibit
___ to this deed, which is attached hereto and made a part hereof.

EXECUTED this 21st day of March, 2013.

PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT

By: *Elva Gladney*

Name: Elva Gladney

Title: President, Board of Trustees

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 21, 2013 by Elva Gladney, President, Board of Trustees of Pflugerville Independent School District, on behalf of Pflugerville Independent School District.

Notary Public in and for
The State of Texas

Shari L. Thorn

Name Shari L. Thorn

My Commission expires: March 3, 2015

Mailing Address of Grantee:

Travis County, Texas
c/o Transportation and
Natural Resources Department
P.O. Box 1748
Austin, TX 78767
Attn: Mike Martino

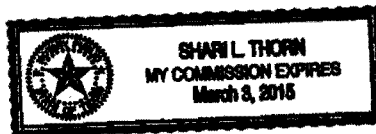


Exhibit "G"

LATERAL SUPPORT EASEMENT

| | | |
|------------------|---|-------------------------------------|
| STATE OF TEXAS | § | |
| | § | KNOW ALL PERSONS BY THESE PRESENTS: |
| COUNTY OF TRAVIS | § | |

That PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, by and through (*Name of presiding officer*), its (*Title of executive officer*), on behalf of PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "GRANTOR", whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as "GRANTEE," the receipt and sufficiency of which are hereby acknowledged and confessed and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the said Travis County, subject to the requirements below, an easement for the construction and placement of an earthen fill for the lateral support of the abutting roadway on and upon the following described property, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit " " which is attached hereto and made a part hereof.

GRANTOR further covenants and agrees to use the property only in those ways consistent with the lateral support easement herein granted and agrees to do nothing which would impair, damage, or destroy said lateral support, and it is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and his successors and assigns.

In addition to the easements, rights, and privileges herein conveyed, GRANTEE shall have the right to use so much of the surface of the property of GRANTOR as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this grant.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to WARRANT and FOREVER DEFEND, all and singular, the said easement to GRANTEE and GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

