

## EASEMENT ENCROACHMENT LICENSE AGREEMENT

THIS EASEMENT ENCROACHMENT LICENSE AGREEMENT (this “Agreement”) is made and entered into by and between THE CITY OF ROLLINGWOOD, a Texas general law Type A municipality of Travis County, Texas (the “City”), acting by and through its duly authorized City Administrator and WILLIAM AND SARAH TETEN, residents of the City of Rollingwood, Texas (collectively, the “Licensee”), owners of the real property located at 301 Inwood Road, Rollingwood, TX 78746 (the “Property”), sometimes collectively referred to herein as the “Parties.”

### RECITALS

WHEREAS, the Licensee is the owner of the Property, as more particularly described in the Legal Description of the Property attached hereto and incorporated herein as **Exhibit “A”**;

WHEREAS, the City has a right-of-way easement (the “Easement”) adjacent to the Property as depicted on the plat provided in **Exhibit “B,”** which is also attached hereto and attached and incorporated herein for all purposes;

WHEREAS, Licensee desires to construct/place and maintain certain improvements that will encroach onto the Easement for the benefit of the Property;

WHEREAS, in connection therewith, the Licensee received a variance from the City of Rollingwood Board of Adjustment (the “Variance”) permitting the Licensee to construct and install certain improvements within the Easement, as more specifically identified and described in **Exhibit “C”** (the “Improvements”);

WHEREAS, upon reviewing the Variance, the City determined that the Improvements will not impede the City’s ability to utilize the Easement for its intended purpose and that the City will allow the Improvements to be constructed and installed under the terms and conditions set forth in this Agreement to accommodate the needs of the Licensee and to enhance the general public safety of the City; and

WHEREAS, on or about the date hereof and in connection herewith, the Licensee granted the City a certain access easement, a copy of which is attached hereto as **Exhibit “D,”** to permit the City access to the Property for purpose of repairing and/or maintaining that certain 48” concrete culvert and the related limestone façade constructed adjacent to the Property to convey storm water beneath Hatley Drive (the “Access Easement”).

NOW, THEREFORE, the City and the Licensee hereby agree as follows:

## AGREEMENT

### 1. Findings

The Parties agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part of this Agreement for all purposes.

### 2. License

The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the Licensee, hereby grants permission to the Licensee to construct and install the Improvements on and within the Easement. Upon completion by the Licensee of the Improvements, the Licensee agrees and covenants to be responsible for maintaining the Improvements within and above the Easement during the term of this Agreement. The Licensee further covenants that the Licensee shall not expand or otherwise cause the Improvements, or the encroachment thereof into the Easement, to further infringe in or on the Easement beyond what is specifically described in **Exhibit "C,"** attached hereto and incorporated herein for all purposes. Finally, the Licensee covenants and agrees that upon the expiration or earlier termination of this Agreement in accordance with the terms and conditions hereof, the Licensee shall at its sole expense remove Improvements and restore the Easement property to as materially good as or better condition as the condition that existed as of the date of this Agreement.

### 3. Construction and Maintenance; Compliance with Law

(a) the Licensee further covenants and agrees that all construction and maintenance of the Improvements shall be performed in strict compliance with this Agreement and the City's Ordinances and Codes (as modified by the Variance) and in accordance with the reasonable directions of applicable City departments (e.g. Development Services, Public Works, etc.).

(b) the Licensee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction and maintenance of the Improvements.

### 4. Reservation of Rights

(a) the Licensee acknowledges and agrees that the City may enter and utilize the Easement at any time for the purpose of accessing, installing, repairing, replacing, or maintaining improvements to its public facilities or utilities necessary for the health, safety and welfare of the public or for any other public purpose, in each case, as permitted by the Access Easement. The City shall bear no responsibility or liability for any damage or disruption to the Improvements as a result of its entering and use of the Easement during the term of this Agreement (except as may be provided in the Access Easement), but the City will make reasonable efforts to minimize any such damage.

(b) the Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting the Licensee to construct, maintain and locate the Improvements over or within the

Easement and is not a conveyance of any right, title or interest in or to the Easement nor is it meant to convey any right to use or occupy property in which a third party may have an interest.

#### 5. Term

The term of this Agreement shall be fifteen (15) years from the date of execution of this License (the "Initial Term") and shall automatically renew for additional ten (10) year periods on the anniversary of such date unless the Improvements are removed or abandoned by the Licensee or unless this Agreement is otherwise terminated in accordance hereof.

#### 6. Termination

(a) This Agreement shall terminate upon the Licensee's non-compliance with any of the terms of this Agreement, subject to notice and cure as provided herein. The City shall notify the Licensee in writing of the non-compliance, and if not cured within thirty (30) days, this Agreement shall be deemed terminated, unless such non-compliance is not susceptible to cure within thirty (30) days, in which case this Agreement shall be deemed terminated in the event that the Licensee fails to commence and take such steps as are necessary to begin to remedy the non-compliance within thirty (30) days after written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy same.

(b) It is further understood and agreed between the Parties hereto that the Easement to be used and encroached upon as described herein, is held by the City as trustee for the public; that the City exercises such powers over the Easement as have been delegated to it by the Constitution of the State of Texas or by the Texas Legislature; and that the City cannot contract away its duty and its legislative power to control the Easement for the use and benefit of the public. It is accordingly agreed that if the City may at any time during the term hereof determine in its reasonable discretion to use or cause or permit the Easement to be used for any other public purpose that precludes the existence of the Improvements and the encroachment approved hereunder, including but not being limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, but to the extent permitted by the Easement, that the Licensee agrees to remove the Improvements and restore the Easement property at its sole expense in accordance with the terms hereof, upon thirty (30) days written notice from the City and, upon such removal and restoration, this Agreement shall terminate; provided, that if the City terminates this Agreement pursuant to this Section 6(b) prior to the expiration of the Initial Term, then (1) the Access Easement and all rights and privileges granted therein, shall automatically terminate as of the date of such termination without any further action by the parties; (2) the City shall promptly pay the Licensee Ten Thousand Dollars (\$10,000.00) to reimburse the Licensee for the costs incurred in connection with the construction and installation of the Improvements in reliance upon this Agreement; and (3) the City shall reimburse the Licensee on demand for any and all costs reasonably incurred by the Licensee in connection with the removal of the Improvements and the restoration of the Easement property as required by this Agreement.

(c) the Licensee, upon written notice to the City of removal of the Improvements and restoration of the Easement, may terminate this Agreement, subject to the City's inspection and acceptance of such termination (which acceptance shall not be unreasonably withheld).

## 7. Indemnity and Duty to Defend

LICENSEE COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, DIRECTLY ARISING OUT OF OR IN CONNECTION WITH, THE CONSTRUCTION, MAINTENANCE, EXISTENCE OR LOCATION OF THE IMPROVEMENTS; AND LICENSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS; PROVIDED, THAT THE LICENSEE SHALL NOT BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITIES UNDER THIS SECTION 7 TO THE EXTENT SUCH DAMAGES OR LIABILITIES WERE CAUSED BY OR ARISE OUT OF THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

## 8. Independent Contractor

The Licensee covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of the City, and the Licensee shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The doctrine of respondeat superior shall not apply as between the City and the Licensee, its officers, agents, servants, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Licensee.

## 9. Assignment

The Licensee covenants and agrees that it will not assign all or any of its rights, privileges or duties under this Agreement without the written approval of the City, and any attempted assignment without such written approval shall be void; provided, that, in the event the Licensee conveys the Property, the Licensee may assign all of its rights and obligations under this Agreement to the new owner of the Property, and the Licensee shall be deemed released from its duties and obligations hereunder upon the consummation of such conveyance, without the prior written approval of the City. Foreclosure by a secured lender of the Licensee or assignment to a secured lender by the Licensee in the event of default or otherwise shall not require the City approval provided that said lender notifies the City in writing within sixty (60) days of such foreclosure or assignment and assumes all of the Licensees' rights and obligations hereunder. However, no change of ownership due to foreclosure or assignment to any secured lender of the Licensee shall be effective as to the City unless and until written notice of such foreclosure or assignment is provided to the City.

## 10. Survival

The Parties acknowledge and agree that the duties and obligations contained in Section 7 above shall survive the termination of this Agreement.

## 11. General Provisions

(a) *Attorney's Fees and Costs.* In any action brought by the City for the enforcement of the obligations of the Licensee, the City shall be entitled to recover actual costs incurred by the City and reasonable attorney's fees.

(b) *Jurisdiction and Venue.* This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Travis County, Texas. This Agreement is made and is to be performed in Travis County, Texas, and is governed by the laws of the State of Texas.

(c) *No Waiver.* No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

(d) *Notice.* Any notices required or appropriate under this Agreement shall be given in writing at the following addresses: if to the City, City of Rollingwood, Attn. City Administrator; 403 Nixon, Rollingwood, TX 78746; if to the Licensee, 301 Inwood Rd., Austin, Texas 78746.

(e) *Authorization.* The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

(f) *Headings.* The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

(g) *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

(h) *Binding Effect.* This Agreement shall be binding upon the parties hereto, their successors and assigns.

(i) *Entire Agreement.* This Agreement contains the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise regarding the matters provided herein, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

(j) *Multiple Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[Signature Page Follows]

This Agreement is EXECUTED AND AGREED TO the dates of the Parties' respective acknowledgements below and is effective on the date of the last Party's acknowledgment.

The City:

The Licensee:

CITY OF ROLLINGWOOD

By: \_\_\_\_\_  
Name: Michael Dyson  
Title: Mayor  
Date: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
William T. Teten  
By: \_\_\_\_\_  
Sarah S. Teten

*[Acknowledgement Page Follows.]*

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Michael Dyson, Mayor of the City of Rollingwood on behalf the City of Rollingwood, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this \_\_\_ day of \_\_\_\_\_, 2020 personally appeared \_\_\_\_\_ (title), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of \_\_\_\_\_, a \_\_\_\_\_, and in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

After Recording Return to:

City of Rollingwood  
Attn.: City Administrator  
403 Nixon  
Rollingwood, TX 78746

EXHIBIT "A"  
PLAT DEMONSTRATING LICENSEE PROPERTY



METES AND BOUNDS

FOR

A 0.019 of an acre drainage easement, 827 square feet, being out of the Henry P Hill League Survey No 21, Abstract No 14, Travis County, Texas being a portion of Lot 5, Block K, Rollingwood Subdivision Sec. 1 as described in deed to William T Tenten, Jr. and Sarah S Tenten recorded in document 2014145200 of the Real Property Records of Travis County, Texas. Said 0.019 of an acre easement being more fully described as follows with bearings based on the North American Datum of 1983 (CORS 1996) from the Texas State Plane Coordinate System, Texas Central Zone:

**COMMENCING** at a ½” iron rod found for on the southwest right of way of Hatley Drive and the east corner of said Lot 5;

**THENCE:** N 49° 25’26” W, along said southwest right of way of Hatley Drive and the northeast line of Lot 5 a distance of 8.81 feet to the **POINT OF BEGINNING** and east corner of this herein described tract, said point also having state plane coordinate values of, X= 3,102,326.32, Y= 10,072,774.11;

Thence: the following courses and distances over and across said Lot 5;

S 40° 34’37” W, a distance of 20.0 feet to a point for the south corner of this herein described tract;

S 49° 25’26” W, a distance of 41.33 feet to a point for the west corner of this herein described tract;

N 40° 34’37” E, a distance of 20.0 feet to a point on the southwest right of way of Hatley Drive and the northeast line said Lot 5 for the north corner of this herein described tract;

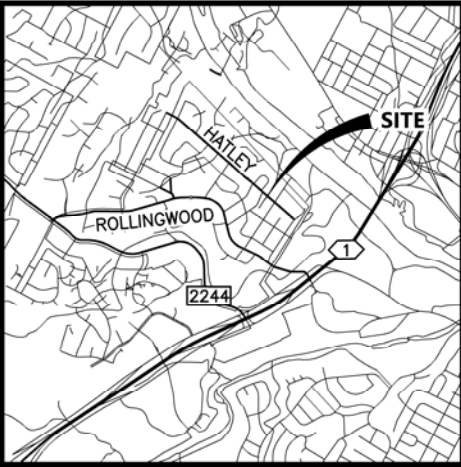
**THENCE:** S 49° 25’26” E, along southwest right of way of Hatley Drive and the northeast line said lot 5 a distance of 41.33 feet to the **POINT OF BEGINNING** and containing 0.019 of an acre in Travis County, Texas.



*Donald L. White*

Donald L. White, R.P.L.S.  
Fernandez Frazer White, Inc.  
January 7, 2019  
FFW TBPLS No. 10048900

Prepared by: FFW Inc.  
Job No.: 170226  
File: <\\atxserver1\Projects\Rollingwood\180184 Hatley Culvert Drainage Improvements\000\00-Project Management\Deliverables\Easement\301 Inwood 0-019ac.pdf>  
Date: January 7, 2019  
TBPLS Firm No.: 10048900



**LOCATION MAP**  
(NOT TO SCALE)

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 40°34'37" W | 20.00'   |
| L2   | N 49°25'26" W | 41.33'   |
| L3   | N 40°34'37" E | 20.00'   |
| L4   | S 49°25'26" E | 41.33'   |
| L5   | N 49°25'26" W | 8.81'    |

**NOTES:**

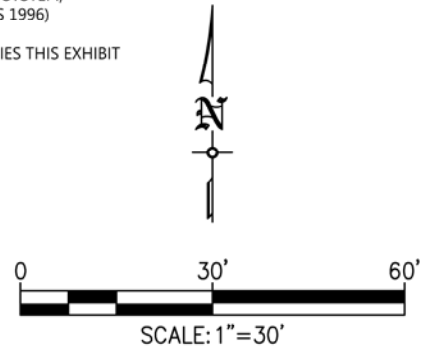
1. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (CORS 1996)
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT

**REFERENCES:**

- P.R.T.C.T. PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS  
 R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCING

**LEGEND:**

- 1/2-INCH IRON ROD FOUND  
UNLESS NOTED OTHERWISE
- EASEMENT CORNER



**PROPOSED VARIABLE WIDTH  
DRAINAGE EASEMENT**  
0.019 OF AN ACRE  
827 SQ. FT.

TETEN WILLIAM T JR & SARAH S  
DOCUMENT I.D. 2014145200TR  
R.P.R.T.C.T.  
LOT 5 BLK K  
ROLLINGWOOD SEC 1

**P.O.B.**  
X=3,102,326.32  
Y=10,072,774.11

**P.O.C.**  
FOUND  
IRON ROD

RRS ICE MANAGEMENT TRUST  
DOCUMENT I.D. 2018057471  
R.P.R.T.C.T.  
LOT 1 BLK A  
SEIDERS ICE SUBD



I HEREBY CERTIFY THAT:

THIS EXHIBIT WAS PREPARED BASED ON  
A SURVEY MADE ON THE GROUND  
UNDER MY DIRECT SUPERVISION.

THIS 7TH DAY OF JANUARY, 2019 A.D.

*Donald L White*

DONALD L. WHITE  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 3635



FERNANDEZ FRAZER, WHITE AND  
ASSOCIATES, INC CONSULTING  
ENGINEERS LAND SURVEYORS  
8918 TESORO DR., SUITE 403 SAN ANTONIO, TEXAS 78217  
210.377.0774 WWW.FFWINC@FFWINC.COM  
TBPLS NO. 10048900 TBPE# F-896



TBPE FIRM NO. F-366  
TBPLS FIRM NO. 10126502

engineers | architects | surveyors

8918 TESORO DR., SUITE 401  
SAN ANTONIO, TX 78217

PH. (210) 822-2232  
FAX (210) 822-4032

WWW.LNVINC.COM

**EXHIBIT  
OF**

A 0.019 OF AN ACRE DRAINAGE EASEMENT, 827 SQUARE FEET, BEING OUT OF THE HENRY P HILL LEAGUE SURVEY NO 21, ABSTRACT NO 14, TRAVIS COUNTY, TEXAS BEING A PORTION OF LOT 5, BLOCK J, ROLLINGWOOD SUBDIVISION SEC. 1 AS DESCRIBED IN DEED TO WILLIAM T TETEN, JR. AND SARAH S TETEN RECORDED IN DOCUMENT 2014145200 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

DRAWN BY: DPS  
SCALE: 1"=30'  
DATE: 01-07-19  
SHEET

**1 OF 1**

\\ATSERV\PROJECTS\ROLLINGWOOD\180184 HATLEY CULVERT DRAINAGE IMPROVEMENTS\000\90-SURVEY DRAWINGS\EX180184\_301INWOOD.DWG PLOT DATE:1/7/2019 10:43 AM PLOT BY: DSULTENFUSS

Lot Report  
2019

Wed Jan 2 14:43:59

Lot File: \\atxserver1\Projects\Rollingwood\180184 Hatley Culvert Drainage  
Improvements\000\90-Survey\Drawings\CRD\EX180184\_2501HATLEY.lot  
CRD File: \\atxserver1\Projects\Rollingwood\180184 Hatley Culvert Drainage  
Improvements\000\90-Survey\Drawings\CRD\180184\_grid.crd

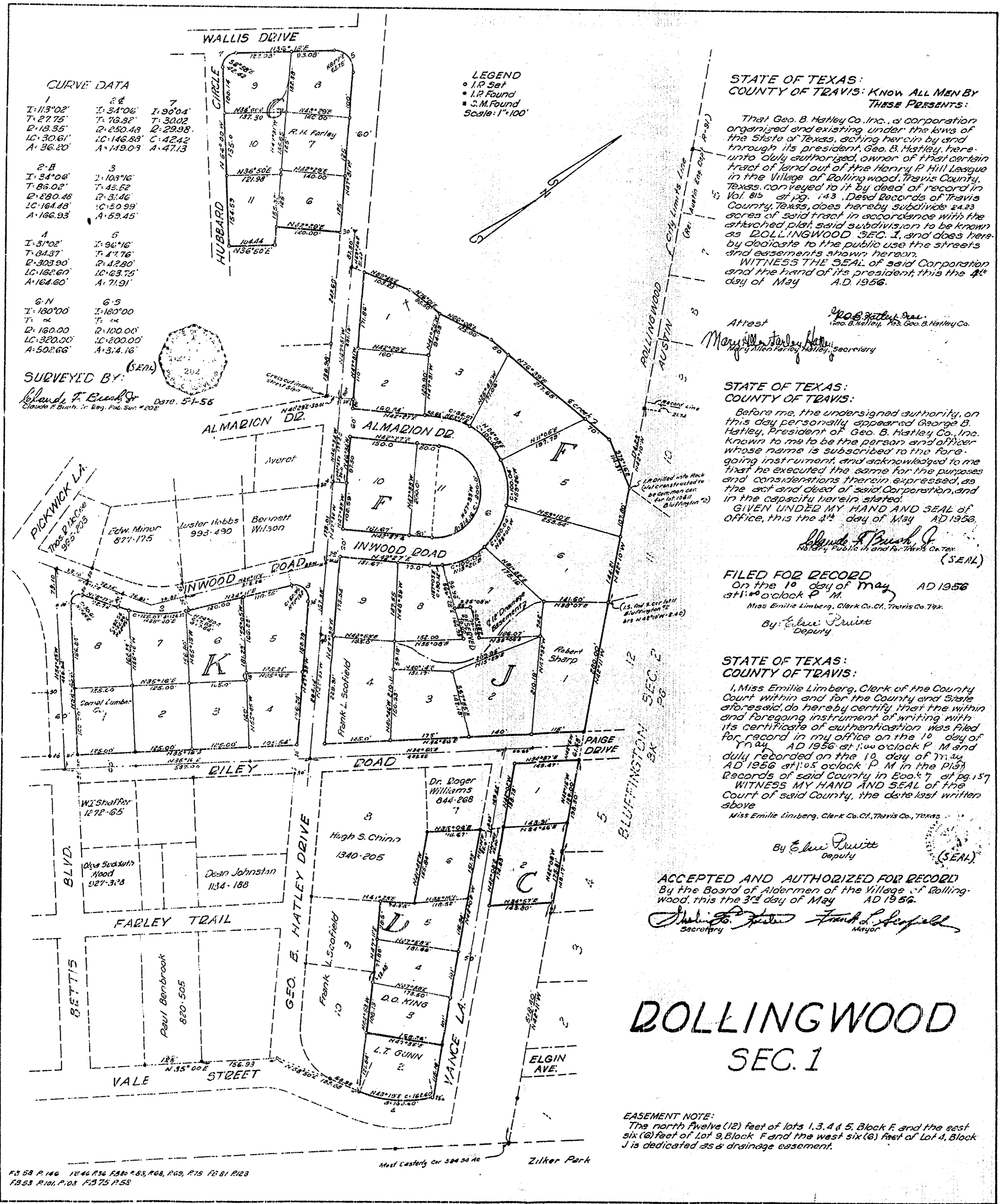
Lot: 301INWOOD , Block: , Type: LOT

| PNT#  | Bearing       | Distance | Northing     | Easting     |
|-------|---------------|----------|--------------|-------------|
| 24212 |               |          | 10072774.110 | 3102326.319 |
|       | S 40°34'37" W | 20.00    |              |             |
| 24213 |               |          | 10072758.919 | 3102313.309 |
|       | N 49°25'26" W | 41.33    |              |             |
| 24214 |               |          | 10072785.801 | 3102281.919 |
|       | N 40°34'37" E | 20.00    |              |             |
| 24215 |               |          | 10072800.992 | 3102294.928 |
|       | S 49°25'26" E | 41.33    |              |             |
| 24212 |               |          | 10072774.110 | 3102326.319 |

Closure Error Distance> 0.0000  
Total Distance> 122.66  
Area: 826.56, 0.0190

Block Total Area: 826.56, 0.0190

EXHIBIT "B"  
LEGAL DESCRIPTION OF EASEMENT



**CURVE DATA**

|            |             |           |
|------------|-------------|-----------|
| 1          | 2E          | 7         |
| I: 113°02' | I: 34°06'   | I: 90°04' |
| T: 27.75'  | T: 76.82'   | T: 30.02' |
| D: 18.35'  | D: 250.48'  | D: 29.98' |
| LC: 30.61' | LC: 146.88' | C: 42.42' |
| A: 36.20'  | A: 149.09'  | A: 47.13' |

|             |            |
|-------------|------------|
| 2-B         | 3          |
| I: 34°08'   | I: 103°16' |
| T: 86.02'   | T: 43.52'  |
| D: 290.48'  | D: 31.46'  |
| LC: 164.48' | LC: 50.99' |
| A: 166.93'  | A: 53.45'  |

|             |            |
|-------------|------------|
| 4           | 5          |
| I: 31°02'   | I: 96°16'  |
| T: 84.37'   | T: 47.76'  |
| D: 303.90'  | D: 12.80'  |
| LC: 162.67' | LC: 63.75' |
| A: 164.60'  | A: 71.91'  |

|             |             |
|-------------|-------------|
| 6-N         | 6-S         |
| I: 180°00'  | I: 180°00'  |
| T: 0'       | T: 0'       |
| D: 160.00'  | D: 100.00'  |
| LC: 320.00' | LC: 200.00' |
| A: 502.66'  | A: 314.16'  |

**LEGEND**  
 • I.P. Set  
 • I.P. Found  
 • S.M. Found  
 Scale: 1"=100'

STATE OF TEXAS:  
 COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS:

That Geo. B. Hatley Co., Inc., a corporation organized and existing under the laws of the State of Texas, acting herein by and through its president Geo. B. Hatley, hereunto duly authorized, owner of that certain tract of land out of the Henry P. Hill League in the Village of Rollingwood, Travis County, Texas, conveyed to it by deed of record in Vol. 815 at pg. 143, Deed Records of Travis County, Texas, does hereby subdivide 24.23 acres of said tract in accordance with the attached plat, said subdivision to be known as DOLLINGWOOD SEC. 1, and does hereby dedicate to the public use the streets and easements shown hereon.

WITNESS THE SEAL of said Corporation and the hand of its president, this the 4<sup>th</sup> day of May A.D. 1956.

Attest  
 Geo. B. Hatley, Pres. Geo. B. Hatley Co.  
 Mary Allen Farley Hatley, Secretary

STATE OF TEXAS:  
 COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared George B. Hatley, President of Geo. B. Hatley Co., Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, as the act and deed of said Corporation, and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL of Office, this the 3<sup>rd</sup> day of May A.D. 1956.

Blanche F. Brusch, Jr.  
 Notary Public in and for Travis Co., Tex. (SEAL)

FILED FOR RECORD  
 On the 10<sup>th</sup> day of May A.D. 1956  
 at 11:00 o'clock P. M.  
 Miss Emilie Limberg, Clerk Co. Cl., Travis Co., Tex.

By: Edwin Pruitt  
 Deputy

STATE OF TEXAS:  
 COUNTY OF TRAVIS:

I, Miss Emilie Limberg, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 10<sup>th</sup> day of May A.D. 1956 at 11:00 o'clock P. M. and duly recorded on the 10<sup>th</sup> day of May A.D. 1956 at 11:05 o'clock P. M. in the Plat Records of said County in Book 7 of pg. 157.

WITNESS MY HAND AND SEAL of the Court of said County, the date last written above.

Miss Emilie Limberg, Clerk Co. Cl., Travis Co., Texas

By: Edwin Pruitt  
 Deputy (SEAL)

ACCEPTED AND AUTHORIZED FOR RECORD  
 By the Board of Aldermen of the Village of Rollingwood, this the 3<sup>rd</sup> day of May A.D. 1956.

Secretary: Frank L. Scofield  
 Mayor: Frank L. Scofield

# DOLLINGWOOD SEC. 1

**EASEMENT NOTE:**  
 The north twelve (12) feet of lots 1, 3, 4 & 5, Block F, and the east six (6) feet of Lot 9, Block F and the west six (6) feet of Lot 4, Block J is dedicated as a drainage easement.

FB 58 P. 146 1146 R36 FB 20 83, 868, 869, 875 FB 61 R23  
 FB 53 P. 101, P. 01 FB 75 P. 158

TRAVIS COUNTY, TEXAS  
 VOL. 7 PAGE 157

301 INWOOD RD

EXHIBIT "C"  
DESCRIPTION/DEPICTION OF IMPROVEMENTS

EXHIBIT "C"  
DESCRIPTION/DEPICTION OF IMPROVEMENTS

The improvements within the Easement shall be an approximate six foot fence similar to the fence depicted below and any surrounding vegetation and/or trees.

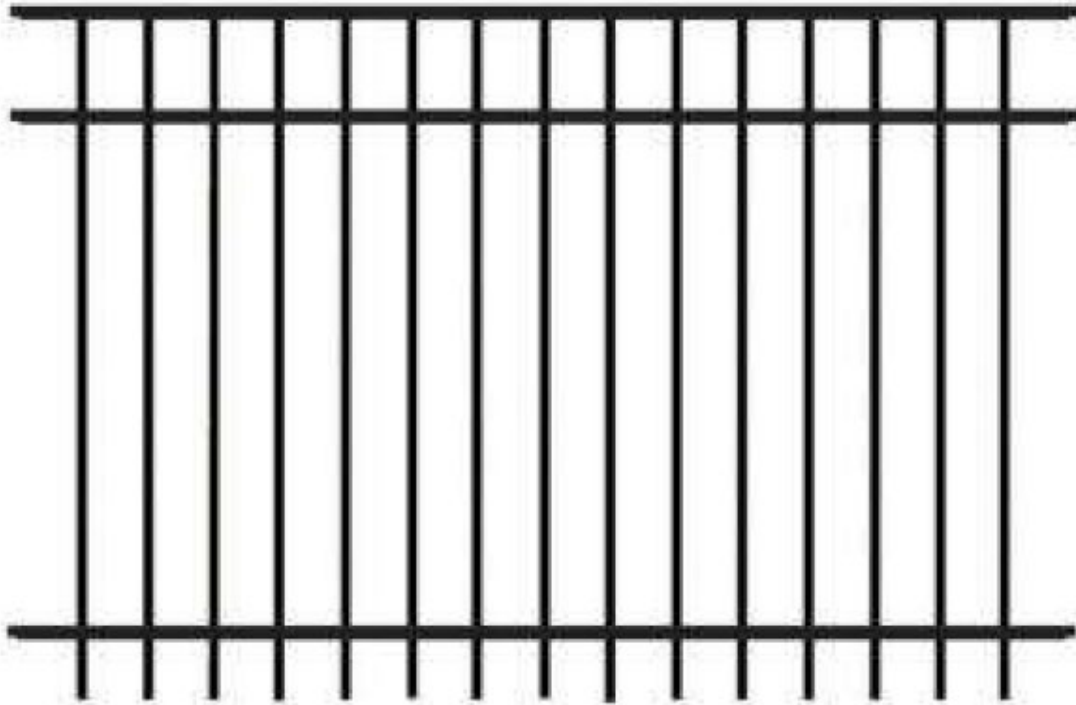




EXHIBIT "D"  
ACCESS EASEMENT