

**RESOLUTION 20-1837**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ACCEPTING BY SPECIAL WARRANTY DEED 7.7241 ACRES OF PROPERTY DONATED BY HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, DEDICATING THE PROPERTY AS PARKLAND, AND AUTHORIZING EXECUTION OF SPECIAL WARRANTY DEED.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:**

WHEREAS, the City is statutorily authorized to require parkland as part of the property development process as provided for in Chapter 212 of the Local Government Code; and

WHEREAS, parkland dedication requirements are being met by dedication of Lot 17R1-X, Block D, Replat of Lot 17-X, Block D, Tessera on Lake Travis, Phase 1A, being approximately 7.7241 acres pursuant to Chapter 10, Subdivision, Section 5, Parkland Dedication, of the City's Code of Ordinances; and

WHEREAS, the City Council finds that it is in the best interest of the City and its residents to accept the property as shown in the special warranty deed attached as "Attachment A" as public parkland; and

BE IT RESOLVED that the 7.7241-acre property, being Lot 17R1-X, Block D, Replat of Lot 17-X, Block D, Tessera on Lake Travis, Phase 1A, as described in the Special Warranty Deed attached as "Attachment A" between the City of Lago Vista and the Hines Lake Travis Land II Limited Partnership is hereby accepted.

BE IT FURTHER RESOLVED that the property referenced herein shall be permanent parkland of the City of Lago Vista.

BE IT FURTHER RESOLVED THAT the Mayor is authorized to execute the Special Warranty Deed attached as "Attachment A" and city staff is directed to take other appropriate action related to this agreement.

**PASSED AND APPROVED** by the City Council of the City of Lago Vista this the 4<sup>th</sup> day of June 2020.

by:   
Ed Tidwell, MAYOR

ATTEST:

  
Sandra Barton, CITY SECRETARY

ATTACHMENT "A"  
[ADD WARRANTY DEED AFTER APPROVAL]

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF TRAVIS    §

**SPECIAL WARRANTY DEED DEDICATING  
PROPERTY AS PUBLIC PARKLAND**

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to it paid, by the CITY OF LAGO VISTA, TEXAS ("Grantee") whose address is 5803 Thunderbird Drive, Lago Vista, Texas, the receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto Grantee as dedicated public parkland and for all other purposes for which a public parkland is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating facilities in, into, upon, over, across, and under all that certain tract or parcel of real estate, lying and being situated in the County of Travis, State of Texas, and more particularly described on Exhibit "A" attached hereto (the "Property"), subject, however, to the following reservations from and exceptions to conveyance and warranty:

Taxes and assessments by any taxing authority for the year 2018 and thereafter, together with subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership;

Easements, restrictions, reservations, covenants, and rights-of-way of record and/or apparent on the Property;

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, protrusions or any overlapping of improvements;

Utility easements and prescriptive rights visible and apparent on the ground, including easements, or claims of easements, which are not recorded in the public records;

Rights to oil, gas and other minerals of every kind and character in, on and under the property, together with the rights, privileges and immunities relating thereto.

Further, Grantor hereby reserves from this conveyance access, parking, communication, utility and water line easements on the Property for the benefit of Lot 17R1-X, Block D, Replat of Lot 17-X, Block D, Tessera on Lake Travis, Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas and to portions of

said Lot 17R1-X, together with all and singular the rights and appurtenances thereto in any way belonging, in accordance with the terms and conditions set forth in the attached Exhibit "B".

To have and to hold the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by and through Grantor, but not otherwise.

Parkland Dedication requirements are being met by dedication of Lot 17R1-X, Block D, Replat of Lot 17-X, Block D, Tessera on Lake Travis, Phase 1A, being approximately 1.208 acres pursuant to Chapter 10, Subdivision, Section 5, Parkland Dedication, of the City's Code of Ordinances.

Grantee further acknowledges and agrees that to the maximum extent permitted by law, the conveyance of the Property as is made "AS IS" AND WITH ALL FAULTS and Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied concerning or with respect to the Property regarding the Property's compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence of hazardous substances in or on the Property, whether in the past or present.

Grantee joins in the execution of this Deed to acknowledge Grantee's agreement to the above stated exceptions and reservations from this conveyance, including the easements reserved by Grantor subject to the terms and conditions set forth in the attached Exhibit "B".

[Signature pages begin on next page]

Dated: July 1, 2020.

GRANTOR

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,  
a Texas limited partnership

By: Hines Lake Travis II GP LLC, a Delaware limited  
liability company, its General Partner

By: Hines Interests Limited Partnership, a Delaware limited  
partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its General Partner



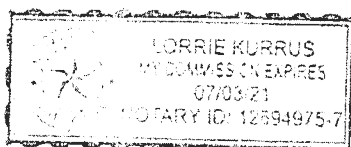
By: [Signature]  
Title: Robert W. Witte, Senior Managing Director

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, a Notary Public, on this day personally appeared ROBERT W. WITTE  
Senior Managing Director, of Hines Holdings, Inc., a Texas corporation, on behalf of said corporation in  
its capacity as general partner of Hines Interests Limited Partnership, a Delaware limited  
partnership, on behalf of said limited partnership, in its capacity as sole member of Hines Lake  
Travis GP, LLC, a Delaware limited liability company, on behalf of said limited liability company,  
in its capacity as general partner of Hines Lake Travis Land Limited Partnership, a Texas limited  
partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL of office this 1<sup>st</sup> day of JULY,  
2020.



[Signature]  
Notary Public, in and for the State of Texas

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

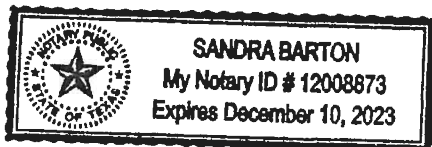
The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on June 4, 2020 vote to authorize the acceptance of this dedication of the Property as a public parkland.

Ed Tidwell  
Ed Tidwell, Mayor

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on June 9, 2020 by Ed Tidwell, in his capacity as Mayor of the City of Lago Vista, Texas.

Sandra Barton  
Notary Public in and for  
The State of Texas



After recording, please return to:  
Sandra Barton,  
City Secretary  
City of Lago Vista, Texas  
5803 thunderbird Drive  
Lago Vista, Texas 78645

EXHIBIT A  
DESCRIPTION OF PROPERTY

Lot 17R2-X, Block D, Replat of Lot 17-X, Block D, Tessera on Lake Travis, Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas.

## EXHIBIT B

### TERMS AND CONDITIONS OF RESERVED EASEMENTS FOR THE BENEFIT OF THE DOMINANT ESTATE

Grantor is the owner of Lot 17R1-X, Block D, Replat of Lot 17-X, Block D, Tessera on Lake Travis, Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas (“Dominant Estate” or “Lot 17R1-X”). The Dominant Estate is adjacent to Lot 17R2-X, Block D, Replat of Lot 17-X, Block D, Tessera on Lake Travis, Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas (“Servient Estate” or “Property”). The reserved access, communication, utility, water line and drainage easements are referred to collectively as the “Reserved Easements” and individually as “Reserved Easement.” The equipment, cables, conduits, pipes, and structures that may be constructed, operated, maintained, repaired, and replaced within a Reserved Easement are referred to collectively as the “Facilities” and individually as a “Facility.” It is contemplated Grantor will obtain development permits and a site plan to be approved by the City of Lago Vista for development of the Dominant Estate (“Dominant Estate Site Plan”).

#### *Reserved Easements Defined.*

1. **Access Easement.** An access easement to provide free and uninterrupted vehicular and pedestrian ingress and egress from the Dominant Estate to Pace Ravine Drive. The Access Easement shall be over and across existing paved parking areas and driveways on the Property. As of the date of this Deed, the Dominant Estate is undeveloped. Grantee agrees the Dominant Estate Site Plan will authorize the construction of a driveway connecting existing paved areas on the Property to paved areas on the Dominant Estate to provide free and interrupted vehicular and pedestrian ingress and egress to Pace Ravine Drive.
2. **Parking Easement.** A parking easement to allow vehicular parking on the existing parking areas on the Property.
3. **Communication Easement.** A communication easement to be used to construct, place, operate, inspect, maintain, repair, replace and remove buried cables, fiber, video cabling, and conduits as Grantor may from time to time require to provide communication, video, security video, and alarm services to the Dominant Estate, consisting of cable, markers and necessary fixtures and appurtenances, a Litespan cabinet and one or more splice boxes over, across, under and upon the Property.
4. **Utility Easement.** A utility easement to be used to construct, place, operate, inspect, maintain, repair, replace and remove buried electric lines, propane lines and any other dry utility line not classified as a communication utility line as Grantor may from time to time require, consisting of cable, markers and necessary fixtures and appurtenances to connect to utility service or distribution lines on the Property.

5. **Water Line Easement.** A water line easement to be used to construct, place, operate, inspect, maintain, repair, replace and remove water lines and irrigation lines as Grantor may from time to time require to provide water for domestic and irrigation purposes on the Dominant Estate.
6. **Drainage Easement.** A drainage easement to be used to convey storm water sheet flow runoff from the Dominant Estate over, upon, and across the Property and, if determined necessary by the City of Lago Vista, the drainage easement includes the right to enter the Property to construct, operate, inspect, inspect, maintain, replace, and repair open drainageways and/or enclosed storm sewer pipes or structures.

*Terms and Conditions Applicable to Specific Reserved Easements*

1. The Reserved Easements, except the Access and Parking Easements, are blanket easements.
2. The Access and Parking Easements are limited to the paved parking areas and driveways on the Property existing on the effective date of the deed conveying the Property to Grantee.
3. Any blanket Reserved Easement that is converted to a defined easement includes the easement right of ingress and egress over, along and across the Property to access Facilities and defined Reserved Easements and the easement right to be relocated on the Property.

*General Terms and Conditions Applicable to the Reserved Easements*

1. The obligations, benefits and burdens created by the Reserved Easements shall be covenants running with the land and shall apply to, be binding upon the Property and inure to the benefit of the Grantor, and the future record title owners of the Dominant Estate.
2. The cost of constructing, maintaining, and repairing a Facility within the Property will be borne by Grantor. Grantor shall comply with all applicable City ordinances regarding permitting and construction requirement for maintenance or repair of a Facility. Prior to constructing a Facility, Grantor must obtain all necessary local, state and federal permits and approvals required to construct the Facility and provide Grantee a copy of all such governmental permits and approvals. Grantee agrees to approve, and issue permits for the construction of a Facility if the permit application complies with all applicable Lago Vista regulations. Grantor must provide Grantee at least thirty (30) calendar days' advance written notice of intent to construct a Facility. Grantor, and its contractors shall not permit any liens to attach to the Property by reason of the design, engineering or construction of a Facility. At least ten (10) Business Days before construction activities begin on the Property, all contractors engaged by Grantor must provide Grantee evidence of commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence, naming Grantee as an additional insured party, and otherwise reasonably acceptable to Grantee. If the Property is damaged by Grantor or Grantor's agents, servants, contractors, or employees during the design, engineering, construction, repair or replacement of a Facility, Grantor shall promptly repair and restore, or cause to be repaired and restored, the Property to substantially the same condition as existed prior to the damage.
3. Grantor is not and shall not be construed as Grantee's agent in contracting for the construction, maintenance, repair or replacement of any Facility, and shall have no authority to pledge,

mortgage, hypothecate or otherwise encumber any interest in the Reserved Easements or the Property. Grantor shall indemnify and hold harmless Grantee from and against any and all mechanics', materialmen's or other liens or claims (and all costs and expenses associated therewith) asserted, filed or arising out of any such work.

4. Once a Site Plan is approved by the City of Lago Vista for the construction of a Facility, if requested by Grantee, Grantor agrees to execute a recordable amendment to the applicable Reserved Easement converting the Reserved Easement from a blanket easement to a defined easement; provided, the width of the defined Reserved Easement will be no less than fifteen feet (15').
5. If a Facility needs to be relocated, the cost to relocate the Facility will be borne by the Party requesting or requiring the relocation of the Facility and Grantee shall provide an adequate substitute defined easement area is provided if the Facility is relocated outside of its defined easement area. Grantee shall have the right to perform the required construction and relocation of a Facility after Grantor approves the new location of the Facility, which approval shall not be unreasonably denied, delayed or conditioned.
6. The Reserved Easements are appurtenant to and run with the Dominant Estate Property and all portions of it, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any portion of it. The Reserved Easements bind and inure to the benefit of Grantor and Grantee and their respective successors, and assigns.
7. The Reserved Easements are perpetual.
8. The Reserved Easements are non-exclusive.
9. Grantee and Grantee's successors, and assigns have the right to use the surface of the Property for all purposes that do not unreasonably interfere with or interrupt the use of the easement.
10. **INDEMNIFICATION AND HOLD HARMLESS. GRANTOR, AND GRANTOR'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF GRANTOR, INCLUDING THE NEGLIGENCE OF GRANTOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS EXHIBIT B AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED**

**BY THE CITY'S OWN CONCURRENT NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION. GRANTOR SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF GRANTOR AND THE CITY, THE GRANTOR'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO GRANTOR'S OWN PERCENTAGE OF RESPONSIBILITY.**