

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

DRAINAGE, WATER AND WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas (“Grantee”), an easement and right-of-way (“Easement”) upon and across the property of Grantor which is more particularly described on Exhibit “A” and Exhibit “B”, attached hereto and incorporated herein by reference (“Easement Tracts”).

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its 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, subject to all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tracts, and the matters set forth herein.

DEFINITIONS

For the purposes of this grant of Easement certain terms shall have the meanings that follow:

“Permitted Improvements” shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean parking facilities or other impervious cover, or the construction of a building or structure. Installation or construction of Permitted Improvements must be in accordance with the requirements of the City of Pflugerville Unified Development Code.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement is granted for the installation, construction, operation, use, maintenance, reconstruction, replacement, repair, re-alignment, upgrade, expansion, inspection, patrol, and removal of public stormwater, water and wastewater facilities, together with appurtenances and facilities related to such public stormwater, water and wastewater facilities and for making connections therewith; all public stormwater, water and wastewater lines will be located underground, but facilities and appurtenances related to the stormwater, water and wastewater lines may be located above ground.

Grantee shall have the right of access to the Easement Tracts for the operation, repair, maintenance, replacement and expansion of the public stormwater, water and wastewater facilities and related appurtenances.

DURATION OF EASEMENT:

The Easement shall be temporary. The Easement will expire upon recordation of a Final Plat and subsequent dedication of right-of-way or an easement over the improvements constructed within each of the Easement Tracts. Upon expiration of the Easement, Grantee agrees to execute and deliver a release of the Easement, in recordable form, upon request by Grantor.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive; and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tracts.

SURFACE USE AND MAINTENANCE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tracts for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement for the purposes herein granted. However, Grantor shall not make any improvements to the Easement Tracts, save and except Permitted Improvements (as defined herein). Grantor further covenants and agrees to use the Easement Tracts only in those ways consistent with the Easement granted herein and agrees to do nothing which would impair, damage, or destroy said Easement.

Grantor shall keep the Easement free from any obstruction not authorized by Grantee. Grantor shall maintain the surface area of the Easement Property, which shall include but shall not be limited to regular mowing to prevent vegetation from becoming an obstruction to the flow of water within the Easement.

Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tracts.

RESTORATION:

Grantee agrees to promptly restore any portion of the surface of the Easement Tracts, and any Permitted Improvements thereon disturbed by Grantee during its use of the Easement to the condition, or substantially to the condition, found prior to such activity.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee, provided that any such assignee or transferee assumes in writing all or the applicable obligations of Grantee herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE(S)]

In witness whereof, this instrument is executed this 9 day of July, 2013.

GRANTOR:

CONTINENTAL HOMES OF TEXAS, L.P.
(a Texas limited partnership)

Address:
10700 Pecan Park Blvd, Ste 400
Austin, Texas 78750

By: CHTEX of Texas, Inc
(a Delaware corporation)
its General Partner

By: [Signature]
Richard Maier, Vice President TJA

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 9, _____, 2013, by Richard Maier, Vice President of CHTEX of Texas, Inc., a Delaware corporation, as general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

[Signature]
Notary Public Signature

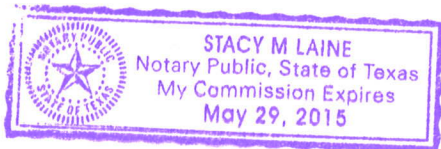


EXHIBIT "A"
EASEMENT TRACT

July 3, 2014

Exhibit “ ___ ”

LEGAL DESCRIPTION

Being a 0.057 acre tract of land situated in the Thomas G. Stuart Survey No. 6, Abstract No. 689 in Travis County, Texas, and being a remaining portion of that called 61.29 acre tract conveyed to Continental Homes of Texas, L.P., recorded in Document No. 2007122920 of the Official Public Records of Travis County, Texas, said 0.057 acre tract, as show on the accompanying sketch, being further described by metes and bounds as follows:

BEGINNING at a 1/2” iron rod found at the end of alley # 4 in the southern line of Highland Park Phase D, Section 1, a subdivision as recorded in Document No. 200800121 of the Public records of Travis County, Texas, said point being in the northern line of the remainder of 61.29 acre tract standing in the name of Continental Homes of Texas, L.P., as recorded in Document No. 2007122920 of the Official Public Records of Travis County, Texas, said point being in the north western corner of proposed Highland Park, Phase B, Section 10 & 13 subdivision for the point of point of commencement

THENCE, along the west side of the said proposed Highland Park, Phase B, Section 10 & 13 subdivision, the following three (3) courses:

- 1) South 27 degrees 34 minutes 35 seconds East, a distance of 90.81 feet to an iron rod found,
- 2) Along a curve to the right with a delta of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet, an arc length of 23.56 feet and a chord bearing South 72 degrees 34 minutes 35 seconds West, a chord distance of 21.21 feet to an iron rod found,
- 3) North 62 degrees 25 minutes 25 seconds West, a distance of 7.29 feet to an iron rod found for the **POINT OF BEGINNING**,

THENCE, continuing along the west side of said proposed Highland Park, Phase B, Section 10 & 13, South 27 degrees 34 minutes 35 seconds West, a distance of 50.00 feet to an iron rod set with a cap,

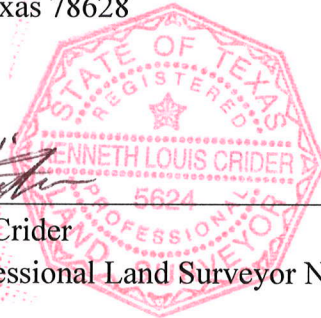
THENCE, departing the west side of said proposed Highland Park, Phase B, Section 10 & 13 and crossing the 61.29 acre residue parcel standing in the name of Continental Homes of Texas, L.P., as recorded in Document No. 2007122920 of the Official Public Records of Travis County, Texas, the following three (3) courses;

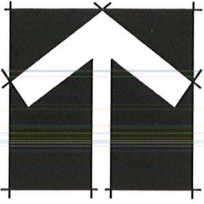
- 1) North 62 degrees 25 minutes 25 seconds West, a distance of 50.00 feet to an iron rod set with a cap,
- 2) North 27 degrees 34 minutes 35 seconds East, a distance of 50.00 feet to an iron rod set with a cap,
- 3) South 62 degrees 25 minutes 25 seconds East, a distance of 50.00 feet to the **POINT OF BEGINNING**, containing 0.057 acres of land, more or less.

Bearings cited hereon based on Texas State Plane Coordinate System, NAD 83(93), Central Zone.

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628


Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624



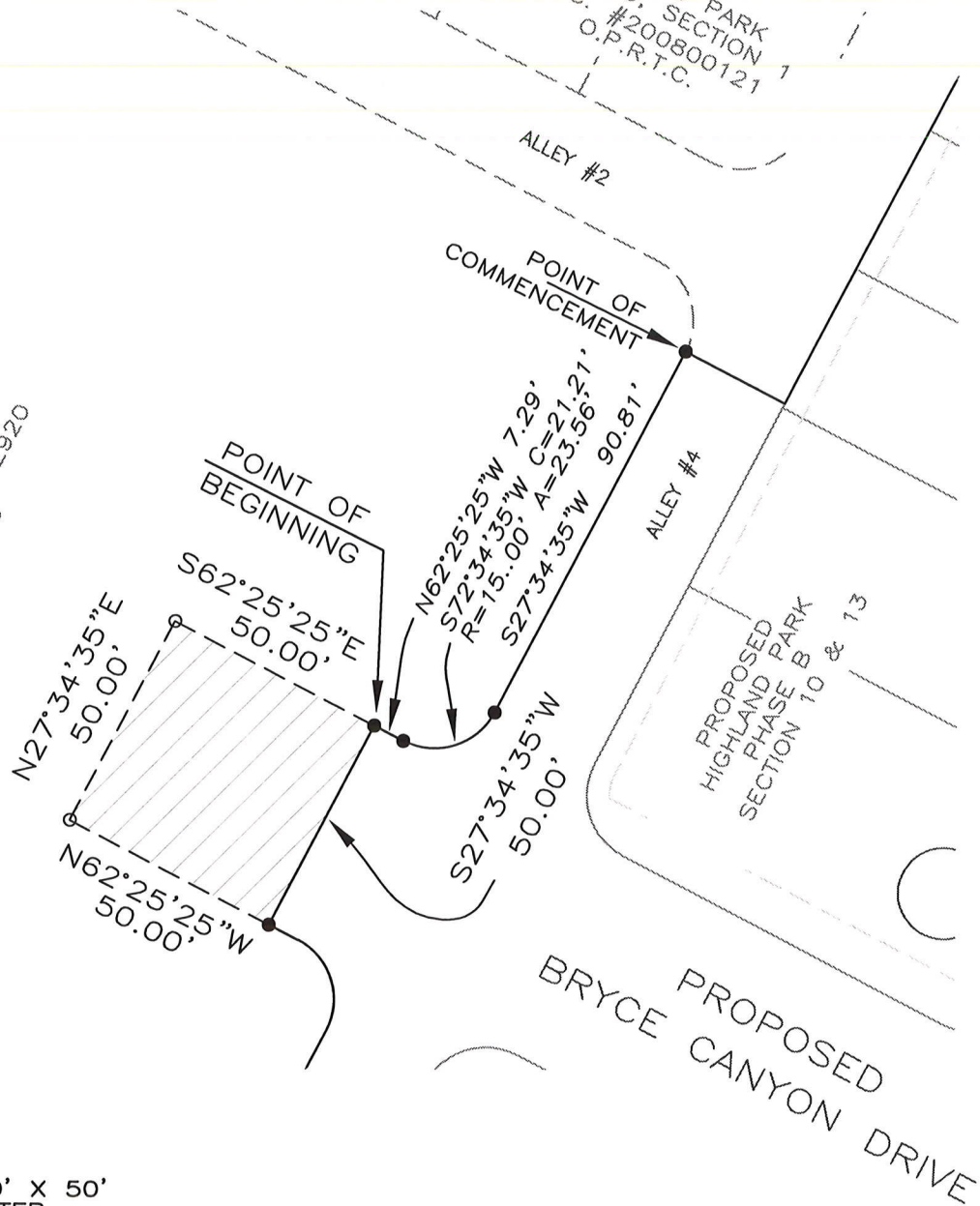


Scale: 1" = 40'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RESIDUE
CONTINENTAL HOMES OF
TEXAS, L.P.
DOC. NO. 61-29
(61.29 ACRES)
O.P.T.C. 2007122920

HIGHLAND PARK
PHASE D, SECTION 7
DOC. #200800121
O.P.R.T.C.



 PROPOSED 50' X 50'
DRAINAGE, WATER
& WASTE WATER
EASEMENT

LEGEND	
○	1/2" IRON PIN SET W/ CAP (UNLESS OTHERWISE NOTED)
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
+	CALCULATED POINT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
()	RECORD INFORMATION

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE.

THIS SKETCH WAS PERPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE OTHER EASEMENTS OR MATTERS OF RECORD THAT AFFECT THIS TRACT AND ARE NOT SHOWN HEREON.



Castleberry Surveying, Ltd.

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(512) 930-1600/(512) 930-9389 fax
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SHEET

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OF

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EXHIBIT "B"

EASEMENT TRACT

Exhibit “ ___ ”

LEGAL DESCRIPTION

Being a 2.465 acre tract of land situated in the Thomas G. Stuart Survey No. 6, Abstract No. 689 in Travis County, Texas, and being a remaining portion of that called 61.29 acre tract conveyed to Continental Homes of Texas, L.P., recorded in Document No. 2007122920 of the Official Public Records of Travis County, Texas, being a remaining portion of that called 61.00 acre tract conveyed to Continental Homes of Texas, L.P., recorded in Document No. 2006132952 of the Official Public Records of Travis County, Texas, said 2.465 acre tract, as show on the accompanying sketch, being further described by metes and bounds as follows:

BEGINNING at a 1/2” iron rod found at the end of Craters of the Moon Blvd., at the southeastern corner of said road and eastern line of Highland Park Phase D, Section 1, as recorded in Document No. 200800121 of the Official Public Records of Travis County, Texas, said point being the north eastern corner of Highland Park Phase B, Section 10 & 13, for the point of point of commencement

THENCE, along the east side of the said proposed Highland Park, Phase B, Section 10 & 13 subdivision, the following three (3) courses:

- 1) South 27 degrees 34 minutes 35 seconds East, a distance of 245.58 feet to an iron rod found,
- 2) Along a curve to the left with a Delta angle of 89 degrees 59 minutes 57 seconds, a radius of 15.00 feet, an arc length of 23.56 feet and a chord bearing South 17 degrees 25 minutes 27 seconds East, a chord distance of 21.21 feet to an iron rod found,
- 3) Departing the east side of the said proposed Highland Park, Phase B, Section 10 & 13, North 27 degrees 34 minutes 35 seconds East, a distance of 20.00 feet to an iron rod found for the **POINT OF BEGINNING**,

THENCE, crossing the residue parcel of 61.00 acre and 61.29 acre, the following fourteen (14) courses;

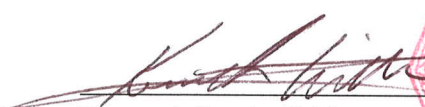
- 1) South 62 degrees 25 minutes 25 seconds East, a distance of 326.13 feet to an iron rod set with a cap,
- 2) South 27 degrees 34 minutes 35 seconds West, a distance of 1153.32 feet to an iron rod set with a cap,
- 3) North 62 degrees 25 minutes 25 seconds West, a distance of 50.00 feet to an iron rod set with a cap,

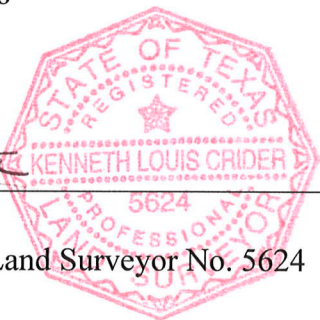
- 4) North 27 degrees 34 minutes 35 seconds East, a distance of 437.62 feet to an iron rod set with a cap,
- 5) North 62 degrees 25 minutes 25 seconds West, a distance of 276.14 feet to an iron rod set with a cap, said point being located in the east line of the aforementioned Highland Park Phase B, Section 10 & 13,
- 6) Along the east line of the Highland Park Phase B, Section 10 & 13, North 27 degrees 34 minutes 35 seconds East, a distance of 50.00 feet to an iron rod set with a cap,
- 7) Departing the east line of the aforementioned Highland Park Phase B, Section 10 & 13, South 62 degrees 25 minutes 25 seconds East, a distance of 276.14 feet to an iron rod set with a cap,
- 8) North 27 degrees 34 minutes 35 seconds East, a distance of 260.00 feet to an iron rod set with a cap,
- 9) North 62 degrees 25 minutes 25 seconds West, a distance of 276.14 feet to an iron rod set with a cap, said point being located in the east line of the aforementioned Highland Park Phase B, Section 10 & 13,
- 10) Along the east line of the Highland Park Phase B, Section 10 & 13, North 27 degrees 34 minutes 35 seconds East, a distance of 50.00 feet to an iron rod set with a cap,
- 11) Departing the east line of the aforementioned Highland Park Phase B, Section 10 & 13, South 62 degrees 25 minutes 25 seconds East, a distance of 276.14 feet to an iron rod set with a cap,
- 12) North 27 degrees 34 minutes 35 seconds East, a distance of 275.70 feet to an iron rod set with a cap,
- 13) North 62 degrees 25 minutes 25 seconds West, a distance of 276.14 feet to an iron rod set with a cap, said point being located in the east line of the aforementioned Highland Park Phase B, Section 10 & 13, and

14) Along the east line of the aforementioned Highland Park Phase B, Section 10 & 13, North 27 degrees 34 minutes 35 seconds East, a distance of 60.00 feet to the **POINT OF BEGINNING**, containing 2.465 acres of land, more or less.

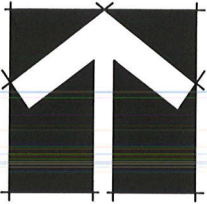
Bearings cited hereon based on Texas State Plane Coordinate System, NAD 83(93), Central Zone.

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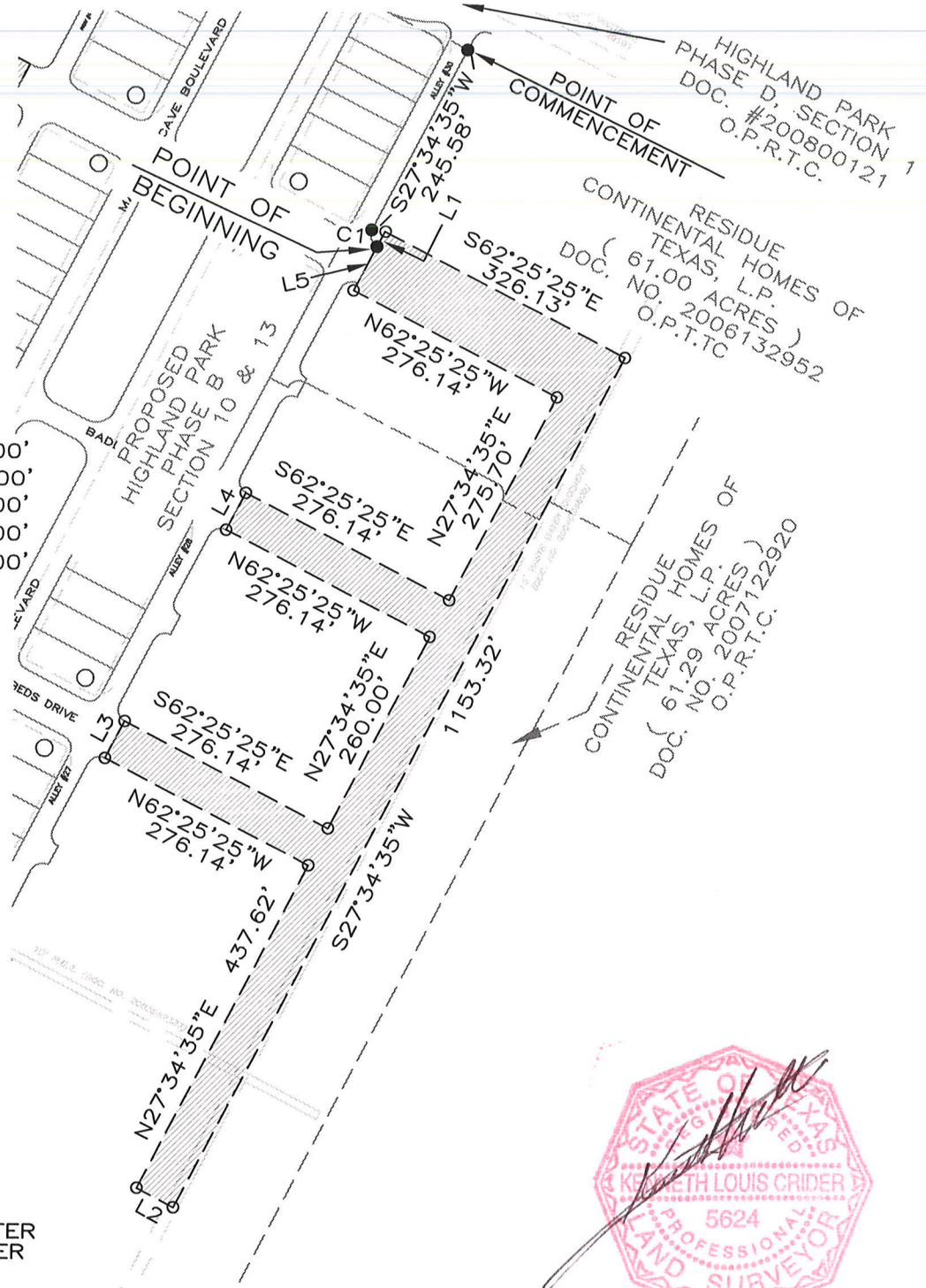
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Scale: 1" = 200'

C1
 DELTA = 89°59'57"
 RAD = 15.00'
 ARC = 23.56'
 CH = 21.21'
 CB = S17°25'27"E

L1 N27°34'35"E 20.00'
 L2 N62°25'25"W 50.00'
 L3 N27°34'35"E 50.00'
 L4 N27°34'35"E 50.00'
 L5 N27°34'35"E 60.00'

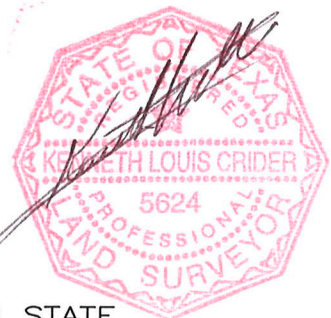


 PROPOSED DRAINAGE, WATER & WASTE WATER EASEMENT

LEGEND	
○	1/2" IRON PIN SET W/ CAP (UNLESS OTHERWISE NOTED)
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
+	CALCULATED POINT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
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