

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 AND LATERAL SUPPORT 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, for the term herein stated, 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 lateral slope support for construction of a public right-of-way, and installation, construction, operation, use, maintenance, reconstruction, replacement, repair, re-alignment, upgrade, expansion, inspection, patrol, and removal of public stormwater facilities, together with appurtenances and facilities related to such public stormwater facilities and for making connections therewith; all public stormwater lines will be located underground, but facilities and appurtenances related to the stormwater 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 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 is non-exclusive and Grantee's use shall be in common with Grantor and its successors and assigns. To the extent that such entry and use does not interfere with Grantee's use of the Easement for the purposes authorized herein, Grantor hereby reserves, for itself and its successors and assigns, the right to enter upon and use the surface of the Easement Tracts, subsurface of the Easement Tracts, and the air space over the Easement Tracts. Notwithstanding anything contained herein to the contrary, Grantor shall not use the Easement Tracts in any other manner or grant any easement on or across the Easement Tracts that interferes in any material way, or is inconsistent with, the easements, rights, and privileges granted hereunder or the terms and conditions hereof.

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 Tracts, 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]

In witness whereof, this instrument is executed this 7 day of October, 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 October 7, 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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2013, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-
rule municipality, on behalf of said municipality.

Notary Public Signature

AFTER RECORDING, RETURN TO:

City of Pflugerville
Engineering Dept.
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

EASEMENT TRACT

FIELD NOTES

JOB NO. 0584-35

DATE September 17, 2013

PAGE 1 OF 3

0.12 ACRE

Being 0.12 acre of land situated in Travis County, Texas, out of the Thomas G. Stuart Survey No. 6, Abstract No. 689, and being a portion of that tract described as 61.00 acres in a Special Warranty Deed to Continental Homes of Texas, L.P., dated July 6, 2008 and recorded as Document No. 2006132952 of the Official Public Records of Travis County, Texas, and further described by metes and bounds as follows:

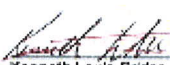
BEGINNING at a calculated point in the east line of said Continental Homes of Texas tract, and in the west line of Stone Hill Town Center, Section Two, Phase One as recorded in Document No. 201108162 of said official public records, for the most easterly corner of this tract from which a 1 inch iron pipe found for the northeast corner of said Continental Home of Texas tract bears N 27°16'04" E 386.29 feet,

THENCE: S 27°16'04" W 20.00 feet with the common east line of said Continental Homes tract and the west line of said Stone Hill Town Center subdivision to a calculated point for the most southerly corner of this tract

THENCE: over said Continental Homes of Texas tract the following three (3) courses

1. N 62°25'25" W 339.53 feet to a calculated point for the most westerly corner of this tract,
2. 23.56 feet with a curve to the right ($\Delta=90^{\circ}00'00"$, $R=15.00$ feet, LC bears N 17°25'25" W 21.21 feet) to a calculated point for the most northerly corner of this tract, from which a 1/2 inch iron pin with yellow cap inscribed "CS, LTD" found for the northeast corner of Alley #20 as dedicated in the Replat of Lots 1-3, Block "P" and Lots 1-3, Block "Q", Highland Park Phase D, Section 1 subdivision, recorded in Document No. 201000131, said official public records, bears N 74°32'15" W 333.56 feet;
3. S 62°25'25" E 10.00 feet to a calculated point,
4. 7.85 feet with a curve to the left ($\Delta=90^{\circ}00'00"$, $R=5.00$ feet, LC bears S 17°25'25" E 7.07 feet) to a calculated point,
5. S 62°25'25" E 182.92 feet to a calculated point,
6. N 27°34'35" E 10.00 feet to a calculated point,
7. S 62°25'25" E 156.40 feet to the Point of Beginning

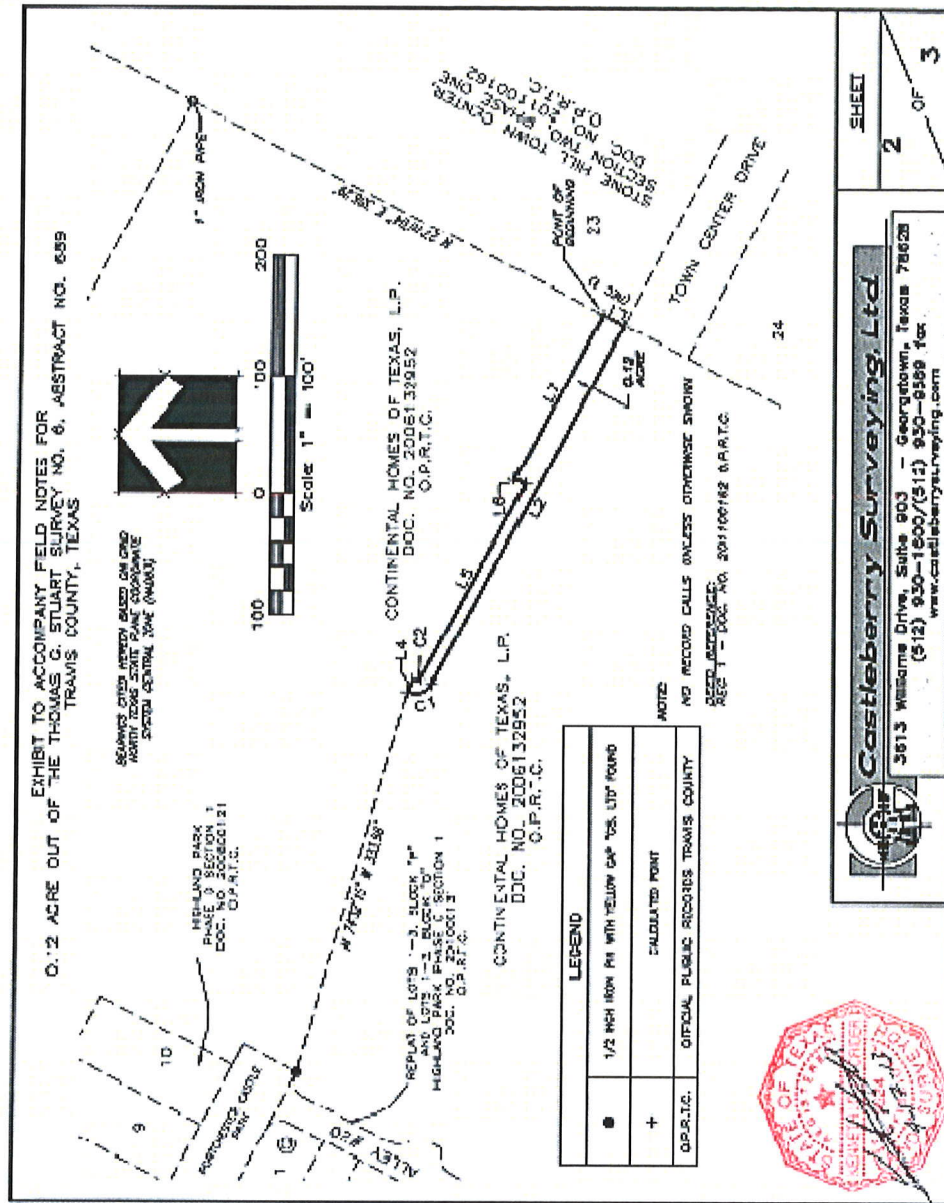
Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83


Kenneth Louis Crider, R.P.L.S. No. 5624
Castleberry Surveying, Ltd.
3813 Williams Drive, Suite 903
Georgetown, Texas 78628



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Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78626
(512) 950-1000/(512) 950-8589 fax
www.castleberrysurveying.com

0.12 ACRE OUT OF THE THOMAS G. STUART SURVEY NO. 6, ABSTRACT NO. 680
TRAVIS COUNTY, TEXAS

EXHIBIT TO ACCOMPANY FIELD NOTES FOR

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 27°18'04" W	20.00'
L2	N 62°25'25" W	339.33'
L4	S 62°25'25" E	10.00'
L5	S 62°25'25" E	182.92'
L6	N 27°34'35" E	10.00'
L7	S 62°25'25" E	156.48'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	E 27°18'04" W	408.32' OVERALL
L2	N 62°25'25" W	188.33'
L3	N 27°34'35" E	10.00'
L4	S 62°25'25" E	156.48'

CURVE TABLE			
NUMBER	DELTA	RADIUS	ARC CHORD
C1	88°58'30"	12.00'	23.24'
C2	50°00'30"	3.03'	7.85'

SHEET

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OF 3



Castleberry Surveying, Ltd.
3013 Williams Drive, Suite 803 - Georgetown, Texas 78626
(512) 830-1800/(512) 830-9308 fax
www.castleberysurveying.com

EXHIBIT "B"

EASEMENT TRACT

FIELD NOTES

JOB NO. 0584-35

DATE: September 17, 2013

PAGE 1 OF 3

0.31 ACRE

Being 0.31 acre of land situated in Travis County, Texas, out of the Thomas G. Stuart Survey No. 6, Abstract No. 589, and being a portion of that tract described as 61.00 acres in a Special Warranty Deed to Continental Homes of Texas, L.P., dated July 6, 2006 and recorded as Document No. 2005132952 of the Official Public Records of Travis County, Texas, and further described by metes and bounds as follows:

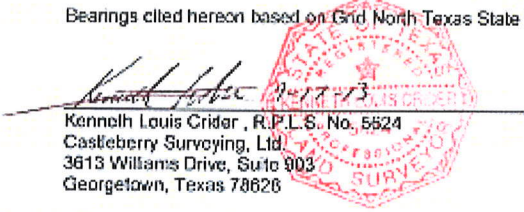
BEGINNING at a calculated point in the east line of said Continental Homes of Texas tract, and in the west line of Stone Hill Town Center, Section Two, Phase One as recorded in Document No. 201100162 of said official public records, for the most easterly corner of this tract, from which a 1 inch iron pipe found for the northeast corner of said Continental Home of Texas tract bears N 27°16'04" E 468.29 feet;

THENCE: S 27°16'04" W 80.00 feet with the common east line of said Continental Homes tract and the west line of said Stone Hill Town Center subdivision to a calculated point for the most southerly corner of this tract;

THENCE: over said Continental Homes of Texas tract the following six (6) courses:

1. N 62°25'25" W 165.16 feet to a calculated point for the most westerly corner of this tract,
2. N 27°34'35" E 40.00 feet to a calculated point,
3. N 62°25'25" W 190.00 feet to a calculated point for the most westerly corner of this tract,
4. N 27°34'35" E 5.00 feet to a calculated point for the most northerly corner of this tract,
5. 23.56 feet with a curve to the right (A=90°00'00", R=15.00 feet, LC bears N 72°34'35" E 21.21 feet) to a calculated point for the most northerly corner of this tract, from which a 1/2 inch iron pin with yellow cap inscribed "CS, LTD" found for the northeast corner of Alley #20 as dedicated in the Replat of Lots 1-3, Block "P", and Lots 1-3, Block "Q", Highland Park Phase D, Section 1, recorded in Document No. 201000131 of said official public records bears N 61°35'02" W 341.17 feet,
6. S 62°25'25" E 339.03 feet to the Point of Beginning.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83.


Kenneth Louis Crider, R.P.L.S. No. 5524
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3613 Williams Drive, Suite 903
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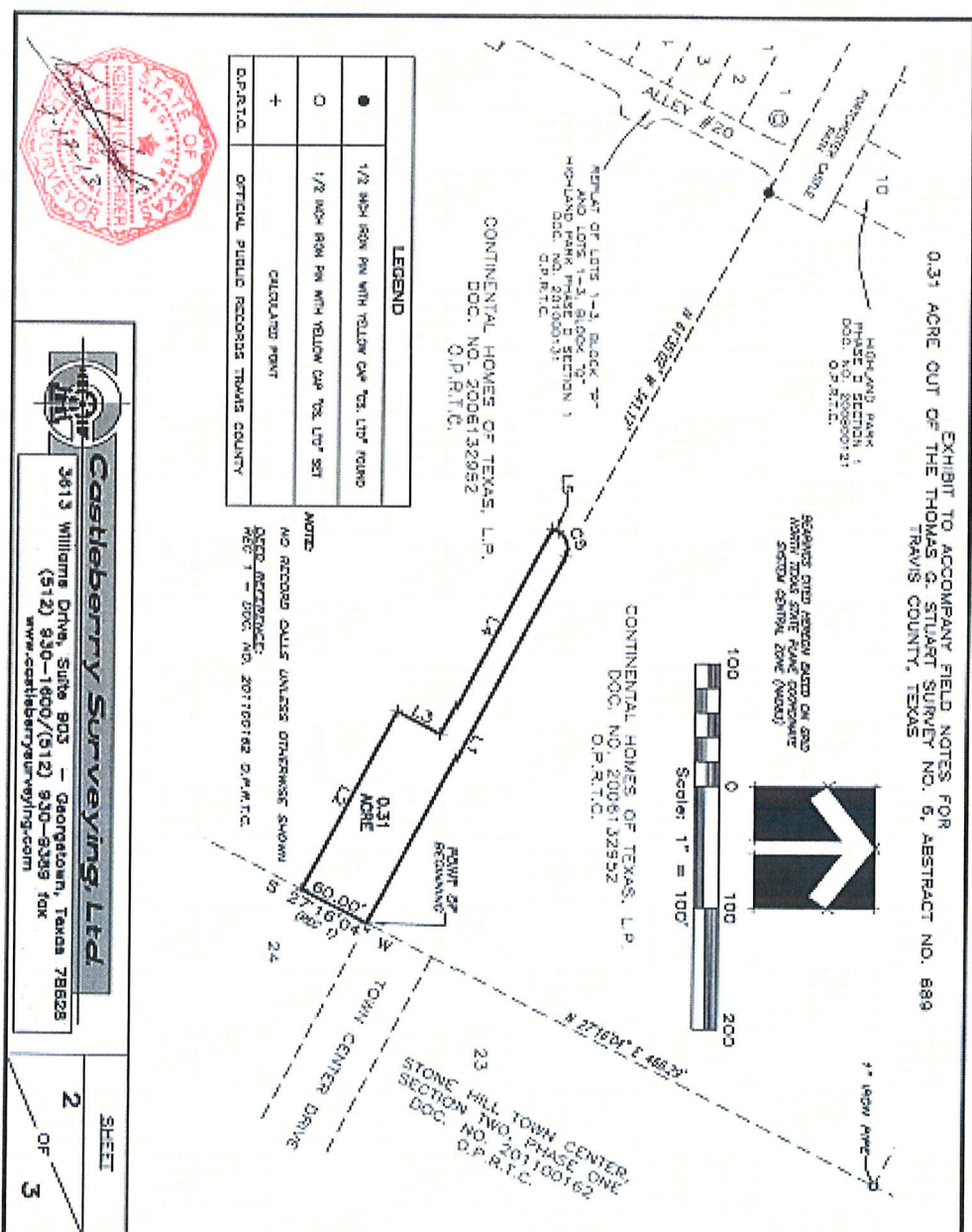



EXHIBIT TO ACCOMPANY FIELD NOTES FOR
 0.31 ACRE OUT OF THE THOMAS G. STUART SURVEY NO. 6, ABSTRACT NO. 889
 TRAVIS COUNTY, TEXAS

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 52°25'25" E	339.83'
L2	N 62°25'25" W	165.18'
L3	N 27°34'35" E	40.00'
L4	N 62°25'25" W	150.00'
L5	N 27°34'35" E	5.00'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 27°16'43" E	288.63 OVERALL
L2	NO RECORD	
L3	NO RECORD	
L4	NO RECORD	
L5	NO RECORD	

CURVE TABLE				
NUMBER	DELTA	RADIUS	ARC	CHORD
C1	90°00'00"	15.00'	23.60'	21.21'
				N 72°34'35" E



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SHEET
3 OF **3**