

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 EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

THE PROPERTY OWNERS OF SPRING TRAILS (PFLUGERVILLE) ASSOCIATION, INC., a Texas non-profit corporation ("Grantor", whether one or more), 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 parcels of real property of Grantor which are more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (collectively, "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon by Grantee under the terms of this Easement.

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, subject to the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a drainage channel and related drainage facilities, and related appurtenances, or making connections thereto.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

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 Tract.

SURFACE USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. 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 Tract.

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 by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this 17 day of December 2015.

GRANTOR:

THE PROPERTY OWNERS OF SPRING TRAILS
(PFLUGERVILLE) ASSOCIATION, INC.,
a Texas non-profit corporation

By:


Chauncey Gearhart, President

AGREED AND ACCEPTED:

By: _____

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

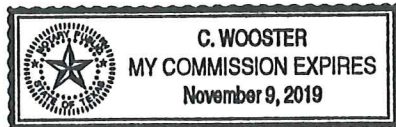
By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 17 day of December, 2015 by Chauncey Gearhart, President of THE PROPERTY OWNERS OF SPRING TRAILS (PFLUGERVILLE) ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



(seal)

C. Wooster
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

EXHIBIT "A"

EASEMENT TRACT

**SEE FIELD NOTE AND SKETCH
FOLLOWING THIS PAGE**

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN VAN WINKLE SURVEY NUMBER 70, ABSTRACT 787, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF LOT 55, BLOCK O, SPRING TRAILS PHASE ONE, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 200600202, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.TX.), SAID 0.031 ACRE (1,359 SQUARE FEET) TRACT OF LAND AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at an iron rod found in the southern right-of-way line of New Meister Lane, a 60' wide public roadway dedicated in the said Spring Trails Phase One plat, also being the easternmost corner of Lot 2, Springbrook Apartments Phase 2, a subdivision recorded in Document No. 201300163, (O.P.R.T.C.TX.), also being the northernmost corner of said Lot 55, for the **POINT OF COMMENCEMENT** of the herein described tract,

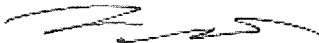
THENCE, with the common boundary line of said Lot 2, and said Lot 55, S16°44'04"W, for a distance of 10.00 feet to a calculated point for the northernmost corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, crossing said Lot 55, the following four (4) courses and distances, numbered 1 through 4,

1. S73°15'56"E, for a distance of 75.00 feet to a calculated point at a point of curvature to the right,
2. With said curve to the right having a radius of 15.00 feet, an arc length of 23.56 feet, and whose chord bears S28°15'56"E, for a distance of 21.21 feet to a calculated point, for the easternmost corner of the herein described tract, from which an iron rod found for an eastern corner of said Lot 55, also being in the western right-of-way line of Springbrook Road (70' R.O.W.) bears S73°15'56"E, for a distance of 10.00 feet
3. N73°15'56"W, for a distance of 78.51 feet to a calculated point, and
4. S65°44'04"W, for a distance of 15.23 feet to a calculated point, in the eastern boundary line of said Lot 2, also being in the western boundary line of said Lot 55, for the southwestern corner of the herein described tract,

THENCE, with the common boundary line of said Lot 2, and said Lot 55, N16°44'05"E, for a distance of 24.99 feet to the **POINT OF BEGINNING** and containing 0.031 acre (1,359 Sq. Ft.) of land.

Surveyed by:

 12-15-15
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



BEARING BASIS IS FROM THE RECORDED PLAT OF SPRING TRAILS PHASE ONE, DOC. NO. 200600202

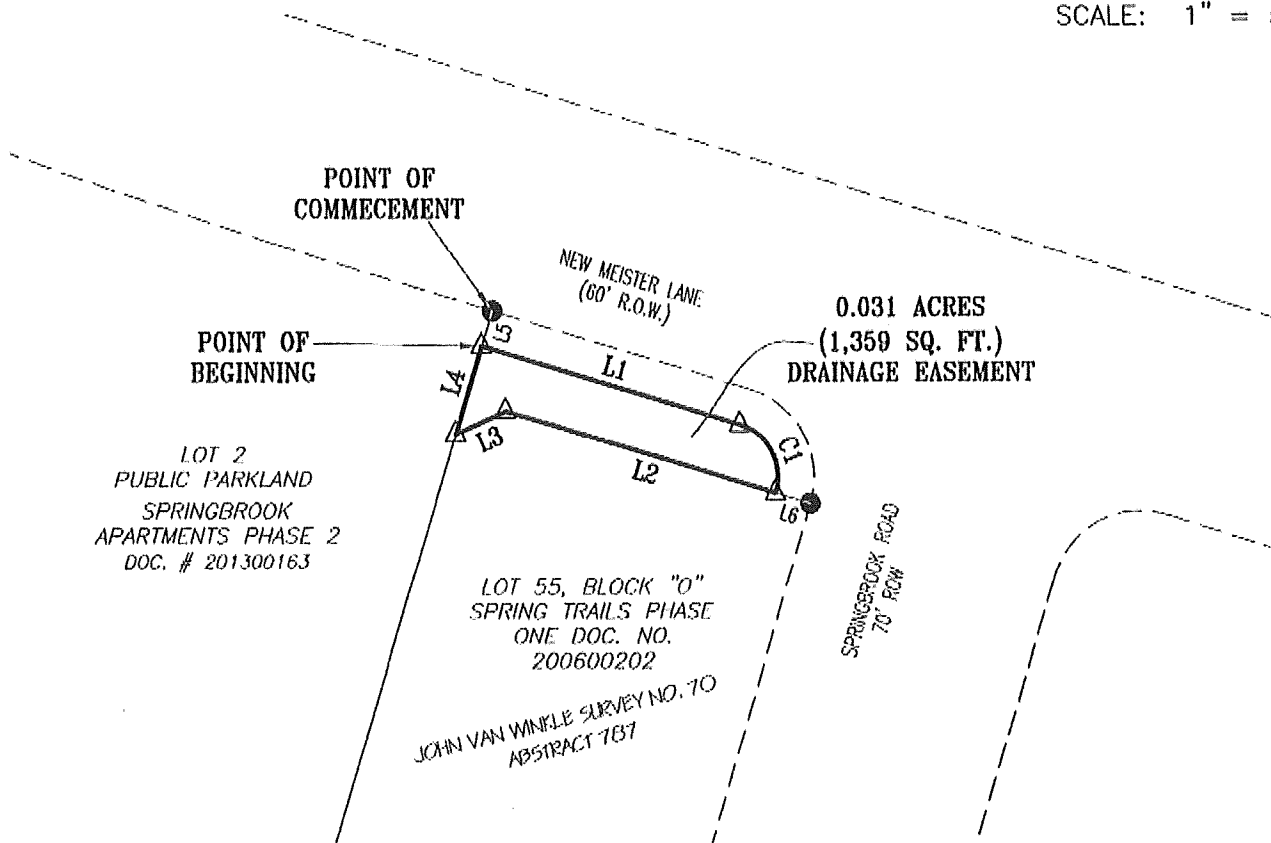
SKETCH TO ACCOMPANY FIELD NOTES

LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT



SCALE: 1" = 50'

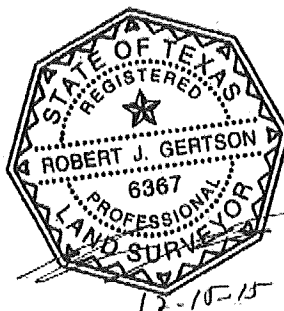


Line Table


Line #	Length	Direction
L1	75.00	S73°15'56"E
L2	78.51	N73°15'56"W
L3	15.23	S65°44'04"W
L4	24.99	N16°44'05"E
L5	10.00	S16°44'05"W
L6	10.00	S73°15'56"E

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	S28°15'56"E	21.21	15.00	90°00'01"



BEARING BASIS: SPRING TRAILS PHASE ONE FINAL PLAT, DOCUMENT NO. 200600202, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS



Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying

5501 West William Cannon Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH: - J:\4576-020\DWG\FN-DRAINAGE EASEMENT.DWG