

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:**

**LASER MANUFACTURING, INC.**, a Texas 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”), a perpetual 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”) for the construction and maintenance of drainage facilities, and across the following described property, to-wit:

TO HAVE AND TO HOLD the same 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 to receive storm water from the real property of the Sorento subdivision development described on Exhibit “B” attached hereto, including placement, construction, installation, replacement, repair, and maintenance of improvements related thereto.

Grantee shall have a continuous right of access to the Easement Property for the operation, maintenance, replacement and repair of the easement.

**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 non-exclusive. To the extent that such entry or use by Grantor does not interfere with Grantee's use of the Easement as a drainage easement, Grantor hereby reserves, for itself and its successors and assigns, the right to enter upon and use the easement. Grantor agrees, however, that the plans for the construction of any improvements or utility lines on or under the Easement Tract shall be subject to the prior approval of Grantee, which approval shall not be unreasonably conditioned, withheld or delayed so long as such proposed improvements or lines do not cause any damage to any of Grantee's drainage lines or other facilities or interferes with the conveyance of storm water drainage over the open drainage channel, whichever is applicable, and the plans comply with applicable codes and construction standards. Grantor shall not otherwise use the Easement Tract in any other manner or otherwise grant any easement on or across the Easement Tract that interferes in any material way or is inconsistent with the easements, rights, and privileges granted hereunder or the terms and conditions hereof.

**MAINTENANCE:**

Grantor shall maintain the surface area or 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 Drainage Easement; provided, however that Grantee shall be responsible for the maintenance and repairs of all structural aspects of the Easement Property.

Grantee may, in its sole discretion undertake such maintenance, repairs and other activities that it deems necessary to prevent blockage or interference of storm water flow through 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 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.

Signature page to follow:

In witness whereof, this instrument is executed this \_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR:**

**LASER MANUFACTURING, INC.,**  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED:**

**CITY OF PFLUGERVILLE, TEXAS,**

a Texas home-rule municipality

By: \_\_\_\_\_

Brandon Wade, City Manager

ATTEST:

\_\_\_\_\_

Karen Thompson, City Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me \_\_\_\_\_, who, being by me first duly sworn, declared that he is \_\_\_\_\_ of Laser Manufacturing, Inc., a Texas corporation, that he signed the foregoing document as \_\_\_\_\_, of the company, and that the statements therein contained are true.

(seal)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

My commission expires: \_\_\_\_\_

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

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.

(seal)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

My commission expires: \_\_\_\_\_

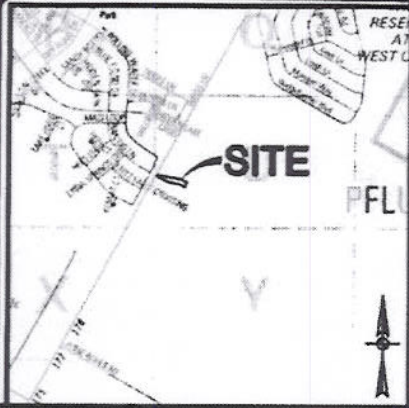
After Recording, Please Return To:

City of Pflugerville  
Attn: Brandon E. Wade, City Manager  
P.O. Box 589,  
Pflugerville, Texas 78691

EXHIBIT "A"

Easement Tract

(see attached)



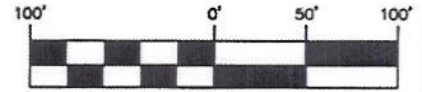
**LOCATION MAP**  
 MAPSCO MAP GRID: 439 U  
 NOT-TO-SCALE

**LEGEND:**

- DR DEED RECORDS OF TRAVIS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- FIR FOUND 1/2" IRON ROD



SCALE: 1" = 100'

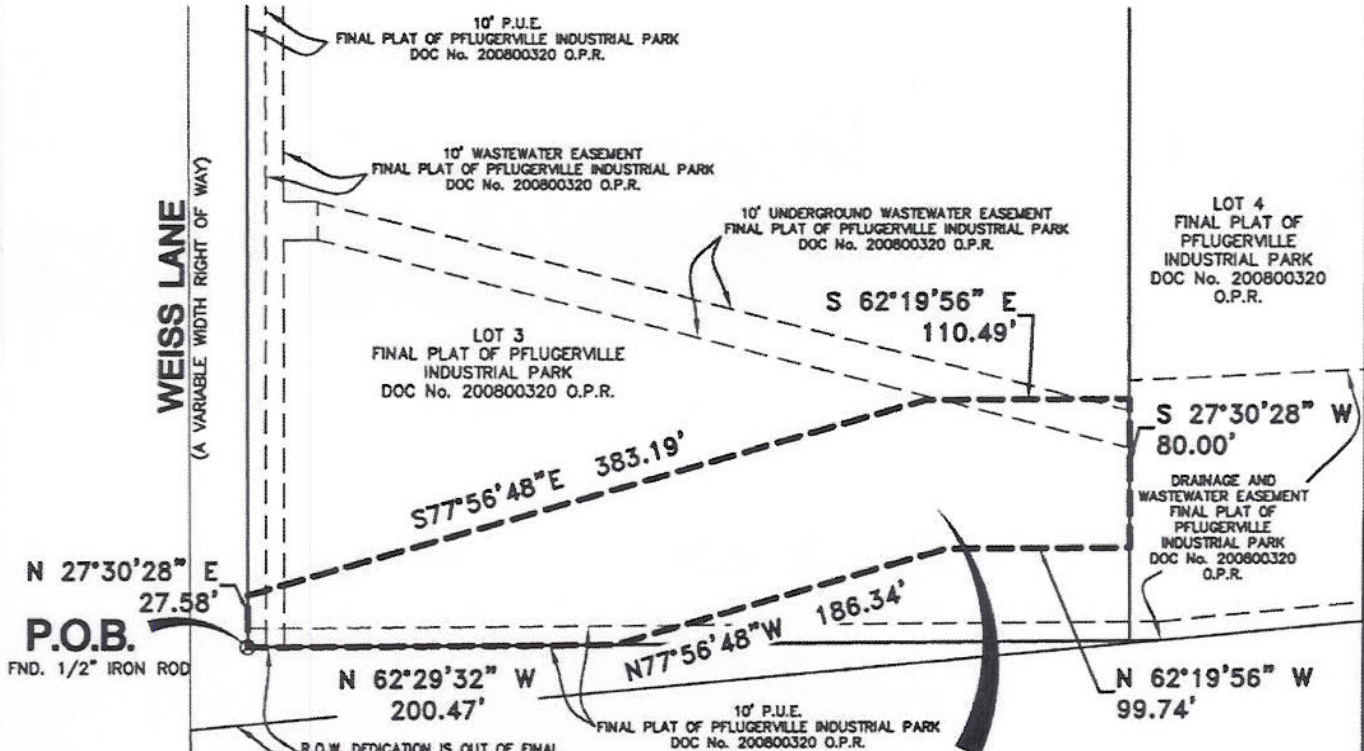


**NOTES:**

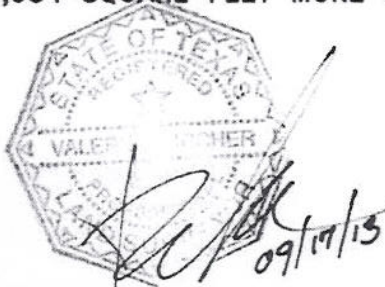
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. TCAD PARCEL NO. 779060

**EXHIBIT OF  
 A DRAINAGE EASEMENT**

A 0.779 OF AN ACRE, OR 33,954 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF LOT 3 OF THE FINAL PLAT OF PFLUGERVILLE INDUSTRIAL PARK RECORDED IN DOCUMENT NO. 200800320 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN THE CITY OF PFLUGERVILLE, TRAVIS, COUNTY TEXAS.



**A DRAINAGE EASEMENT  
 0.779 OF AN ACRE  
 (33,954 SQUARE FEET MORE OR LESS)**



**PAPE-DAWSON  
 ENGINEERS**

7800 SHOAL CREEK BLVD | AUSTIN TEXAS 78757 | PHONE: 512.454.8711  
 SUITE 250 WEST | FAX: 512.458.5867

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 478  
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 18288-00

SEPT. 17, 2013

JOB No.:

SHEET 1 OF 1  
 50703-51

Date: Sep 17, 2013, 4:34pm User: ID: VZurcher  
 File: H:\Survey\Civil\50703-51\Drainage Easmt Laser Tract.dwg



**FIELD NOTES  
FOR A DRAINAGE EASEMENT**

A 0.779 of an acre, or 33,954 square feet more or less, tract of land out of Lot 3 of the Final Plat of Pflugerville Industrial Park recorded in Document No. 200800320 of the Official Public Records of Travis County, Texas, in the City of Pflugerville, Travis, County Texas. Said 0.779 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone.

- BEGINNING:** At a found ½" iron rod, the southwest corner of said Lot 3 and a northeast corner of a Right of Way Dedication for Weiss Lane, out of said Final Plat of Pflugerville Industrial Park;
- THENCE:** N 27°30'28" E, along and with the west line of said Lot 3 and the east line of said Right of Way Dedication, a distance of 27.58 feet to a calculated point, a point in the west line of said Lot 3 and a point in the east line of said Right of Way Dedication;
- THENCE:** S 77°56'48" E, departing the west line of said Lot 3 and the east line of said Right of Way Dedication, over and across said Lot 3, a distance of 383.19 feet to a calculated point;
- THENCE:** S 62°19'56" E, over and across said Lot 3, a distance of 110.49 feet to a calculated point, a point in the east line of said Lot 3 and a point in the west line of Lot 4 of said Final Plat of Pflugerville Industrial Park;
- THENCE:** S 27°30'28" W, along and with the east line of said Lot 3 and the west line of said Lot 4, a distance of 80.00 feet to a calculated point, a point in the east line of said Lot 3 and a point in the west line of said Lot 4;
- THENCE:** N 62°19'56" W, departing the east line of said Lot 3 and the west line of said Lot 4, over and across said Lot 3, a distance of 99.74 feet to a calculated point;
- THENCE:** N 77°56'48" W, over and across said Lot 3, a distance of 186.34 feet to a calculated point, a point in the south line of said Lot 3 and a point in the north line of the aforementioned Right of Way Dedication;

THENCE: N 62°29'32" W, along and with the south line of said Lot 3 and the north line of said Right of Way Dedication, a distance of 200.47 feet to the POINT OF BEGINNING and containing 0.779 of an acre in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50703-51 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 17, 2013  
JOB No.: 50703-51  
DOC.ID.: H:\survey\CIVIL\50703-51\WORD\Drainage Easement.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-00

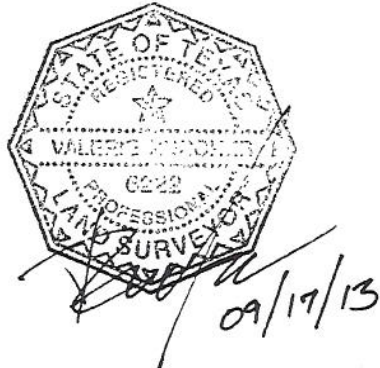


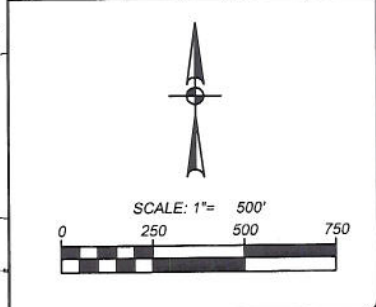
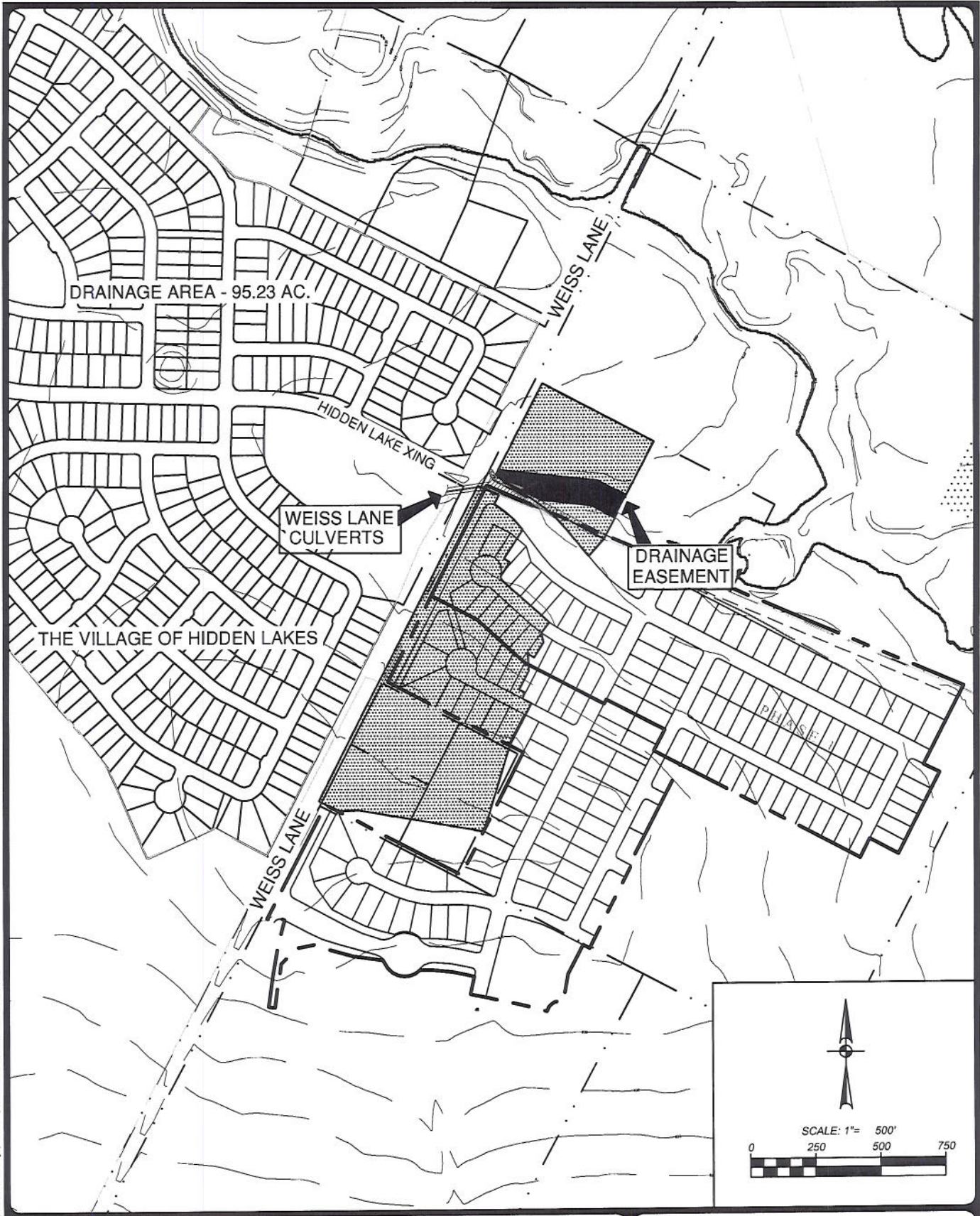
EXHIBIT "B"

Sorento Property

(see attached)


DATE: OCT 06, 2013, 12:21PM USER ID: MIELLO

Date: Oct 08, 2013, 12:27pm User ID: MIELLO  
File: H:\Projects\507\01\507.9.30\_Preliminary\Exhibits\EXHIBIT B-DRAIN-ESM(130924).dwg



JOB NO.	50703
DATE	10/08/2013
DESIGNER	
CHECKED	DRAIN
SHEET	1

**EXHIBIT "B"**  
**FOR DRAINAGE EASEMENT**


**PAPE-DAWSON ENGINEERS**

7800 SHOAL CREEK BLVD | AUSTIN, TEXAS 78757 | PHONE: 512.454.8711  
 SUITE 220 WEST | FAX: 512.459.8867  
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

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