

## TEMPORARY DRAINAGE EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

THAT **Continental Homes of Texas, L.P.**, a Texas limited partnership ("*Grantor*"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date GRANTED, SOLD and CONVEYED and, by these presents, does hereby GRANT, SELL, and CONVEY unto the **City of Pflugerville**, a Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, Travis County, Texas, a temporary easement (the "*Easement*") in, upon, over, and across the following real property:

All of those certain tracts, pieces, or parcels of land in Travis County, Texas, containing a total of 2.67 acres of land, as more particularly described and shown on Exhibit "A" attached hereto and made a part hereof for all purposes (collectively, the "*Easement Tracts*");

TO HAVE AND TO HOLD the Easement, together with the right and privilege at any and all times to enter the Easement Tracts or any part thereof, unto Grantee and its successors and assigns, for the duration and purposes set forth herein. Grantor, on behalf of itself and its successors and assigns, does hereby covenant and agree to WARRANT and FOREVER DEFEND title to the Easement 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 the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent the same are valid, subsisting, and affect the Easement Tracts.

The Easement may be used for the purpose of the inundation, conveyance, and control of storm waters and flood waters, and the construction, installation, operation, maintenance, inspection, repair, upgrade, replacement, relocation, and removal of detention and drainage improvements and related facilities and appurtenances, and making connections thereto, and for maintaining the Easement Tracts by clearing and removing vegetation, litter, and debris. The Easement is non-exclusive; however, Grantor will not use the Easement Tracts in any manner or grant any easement or other conflicting right within the Easement Tracts that interferes or is inconsistent with or prevents the use of the Easement as contemplated herein.

The Easement, rights, and privileges granted hereunder will automatically terminate and be of no further force or effect as to the Easement Tracts, or applicable portion thereof, on the date that the Federal Emergency Management Agency of the United States Department of Homeland Security, or its successor ("*FEMA*") issues a final Letter of Map Revision ("*LOMR*") removing the Easement Tracts, or applicable portion(s) thereof, from the Special Flood Hazard Area (i.e., the 100-year floodplain) as shown on the applicable FEMA Flood Insurance Rate Map or Digital Flood Insurance Rate Map; provided, however, that such termination will only be effective as to those portions of the Easement Tracts covered by the LOMR and upon the effective date of such LOMR. At any time following the effective date of the LOMR, Grantor may record, at Grantor's expense, a copy of the LOMR and/or an affidavit or other instrument which (i) certifies that FEMA has issued the LOMR, (ii) sets forth the effective date of the

LOMR, (iii) describes all portions of the Easement Tracts removed from the Special Flood Hazard Area by the LOMR, and (iv) states that the Easement is terminated as to all portions of the Easement Tracts so affected by the LOMR.

This Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part so long as the assignee utilizes the Easement solely as contemplated herein. Any assignment of this Easement and the rights of Grantee hereunder will also include an express assumption by any assignee of the obligations set forth herein, and any such assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the date of the acknowledgement below.

**GRANTOR:**

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*

By: [Signature]  
Name: RICHARD MAIER  
Title: VICE PRESIDENT

JA

STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me, the undersigned authority, this 1 day of July, 2015, by Richard Maier, Vice President of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.



[Signature]  
Notary Public ★ State of Texas

**GRANTEE:**

**AGREED AND ACCEPTED:**

**City of Pflugerville, Texas,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Brandon Wade, City Manager

**ATTEST:**

\_\_\_\_\_  
Karen Thompson, City Secretary

## EXHIBIT "A"

### **FIELD NOTES**

JOB NO. 0584-D6

DATE: 6-16-15

PAGE 1 OF 4

### **2.67 ACRES**

Being 2.67 acres of land (Tract 1=2.64 acres, Tract 2=0.03 acres) situated in Travis County, Texas, out of the Thomas G. Stuart Survey No. 6, Abstract No. 689, Travis County, Texas and being a portion of that tract conveyed in a Special Warranty Deed to Continental Homes of Texas, L.P., dba D.R. Horton-America's Builder, dated July 7<sup>th</sup>, 2006 and recorded in document no. 2006132952 of the Official Public Records of Travis County, Texas, and further described by metes and bounds as follows:

#### Tract 1

BEGINNING: at a 1" iron pipe, found in the west line of Lot 23, Stone Hill Town Center, Section 2, Phase 1, Amending Plat No. 1, a subdivision in Travis County, Texas, as recorded in document no. 201200040 of said Official Public Records, for the southeast corner of Highland Park North, Phase 'A', Section 3, a subdivision in Travis County, Texas, as recorded in document no. 200300283 of said Official Public Records, the northeast corner of said Continental Homes of Texas, L.P. tract, and this parcel.

THENCE: S 27°16'04" W, 406.29 feet along the west line of said Lot 23, the east line of said Continental Homes of Texas, L.P. tract, and this parcel to a 5/8" iron rod w/ cap stamped "TEAM 281-491-2525", found for the southwest corner of said Lot 23, the northeast corner of a called 0.91 acre tract conveyed in that document to the City of Pflugerville, as recorded in document no. 2013207282 of said Official Public Records (also known as Portchester Castle Path), and the southeast corner of this parcel.

THENCE: through, over and across said Continental Homes of Texas, L.P. tract, the following 29 calls:

- 1) N 62°25'25" W, 89.67 feet along the north line of said City of Pflugerville tract to a calculated point for the southwest corner of this parcel.
- 2) N 04°48'24" W, 29.54 feet to a calculated point for an angle point in the west line of this parcel.
- 3) N 01°44'02" E, 9.70 feet to a calculated point for an angle point in the west line of this parcel.
- 4) N 01°42'56" E, 18.43 feet to a calculated point for an angle point in the west line of this parcel.
- 5) N 01°41'10" E, 22.69 feet to a calculated point for an angle point in the west line of this parcel.
- 6) N 17°51'57" E, 35.99 feet to a calculated point for an angle point in the west line of this parcel.
- 7) N 17°56'00" E, 12.43 feet to a calculated point for an angle point in the west line of this parcel.
- 8) N 01°24'15" W, 1.53 feet to a calculated point for an angle point in the west line of this parcel.
- 9) N 02°28'17" W, 33.77 feet to a calculated point for an angle point in the west line of this parcel.
- 10) N 30°36'17" W, 46.25 feet to a calculated point for an angle point in the west line of this parcel.
- 11) N 48°12'24" W, 36.71 feet to a calculated point for an angle point in the west line of this parcel.
- 12) N 48°40'48" W, 1.00 feet to a calculated point for an angle point in the west line of this parcel.

R:\Egpl\_0110584\_HIGHLAND\_PARK\PLATS\HP\_PHD\HP PHD SEC60584 HP D6 TEMPORARY DRAINAGE EASEMENT FIELD NOTES.odt

**FIELD NOTES**

JOB NO. 0584-D6

DATE: 6-16-15

PAGE 2 OF 4

13) N 57°41'04" W, 20.24 feet to a calculated point for an angle point in the west line of this parcel.

14) N 57°42'19" W, 13.05 feet to a calculated point for an angle point in the west line of this parcel.

15) N 60°56'55" W, 46.12 feet to a calculated point for an angle point in the west line of this parcel.

16) N 38°51'57" W, 4.19 feet to a calculated point for an angle point in the west line of this parcel.

17) N 38°37'16" W, 22.31 feet to a calculated point for an angle point in the west line of this parcel.

18) N 38°46'58" W, 11.89 feet to a calculated point for an angle point in the west line of this parcel.

19) N 27°29'11" W, 30.84 feet to a calculated point for an angle point in the west line of this parcel.

20) N 27°25'37" W, 11.34 feet to a calculated point for an angle point in the west line of this parcel.

21) N 11°21'16" W, 19.63 feet to a calculated point for an angle point in the west line of this parcel.

22) N 18°59'16" W, 5.19 feet to a calculated point for an angle point in the west line of this parcel.

23) N 17°04'38" W, 38.32 feet to a calculated point for an angle point in the west line of this parcel.

24) N 04°13'37" E, 7.72 feet to a calculated point for an angle point in the west line of this parcel.

25) N 04°21'07" E, 17.07 feet to a calculated point for an angle point in the west line of this parcel.

26) N 28°37'35" E, 35.36 feet to a calculated point for an angle point in the west line of this parcel.

27) N 28°50'47" E, 21.40 feet to a calculated point for an angle point in the west line of this parcel.

28) N 30°24'07" E, 18.51 feet to a calculated point for an angle point in the west line of this parcel.

29) N 38°38'08" E, 36.35 feet to a calculated point in the south line of said Highland Park, Phase 'A', Section 3, and the north line of said Continental Homes of Texas, L.P. tract, for the northwest corner of this parcel.

THENCE: S 62°26'27" E, 421.20 feet along the south line of said Highland Park, Phase 'A', Section 3, the north line of said Continental Homes of Texas, L.P. tract, and this parcel to the Point of Beginning.

R:\Eggs\01\0584\_HIGHLAND\_PARK\PLATSIHP\_PHDIHP PHD SEC6\0584 HP D6 TEMPORARY DRAINAGE EASEMENT FIELD NOTES.pdf

**FIELD NOTES**

JOB NO. 0584-D6

DATE: 6-16-15

PAGE 3 OF 4

Tract 2

BEGINNING: at a 5/8" iron rod, w/ cap stamped "TEAM 281-491-2525", found in the east line of said Continental Homes of Texas, L.P. tract, for the northwest corner of Lot 24 of Stone Hill Town Center, Section 2, Phase 1, Amending Plat No. 1, a subdivision in Travis County, Texas as recorded in Document No. 201200040 of said Official Public Records, the southeast corner of said City of Pflugerville tract, and the northeast corner of this parcel.

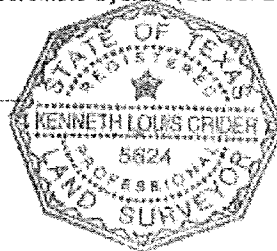
THENCE: S 27°16'04" W, 55.78 feet along the west line of said Lot 24, and the east line of said Continental Homes of Texas, L.P. tract, to a calculated point for the southeast corner of this parcel.

THENCE: through, over and across said Continental Homes of Texas, L.P. tract, the following 4 calls:

- 1) N 06°37'05" W, 31.10 feet to a calculated point for an angle point in the west line of this parcel.
- 2) N 13°19'09" W, 4.80 feet to a calculated point for an angle point in the west line of this parcel.
- 3) N 13°04'35" W, 34.82 feet to a calculated point in the south line of said City of Pflugerville tract, for the northwest corner of this parcel.
- 4) S 62°25'25" E, 43.01 feet along the south line of said City of Pflugerville tract, and the north line of this parcel to the Point of Beginning.

Bearings cited hereon based on Texas State Plane Coordinate System (Central Zone) NAD83 (93).

*Kenneth Louis Crider* 6-17-15  
Kenneth Louis Crider, R.P.L.S. No. 5624  
Texas Land Surveying, Inc.  
3613 Williams Drive, Suite 903  
Georgetown, Texas 78628



*Texas Land Surveying, Inc.*

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
(512) 930-1800 [www.texas-ls.com](http://www.texas-ls.com)  
TBLPS FIRM No. 10056280

R:\Eggs\010584\_HIGHLAND\_PARK\PLATSHIP\_PHOTO\PHD SEC00084 HP D6 TEMPORARY DRAINAGE EASEMENT FIELD NOTES.dwg

