

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:**

**KB Home Lone Star, Inc.** (“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.

**MAINTENANCE OF SURFACE EASEMENT PROPERTY**

Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.

**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**KB Home Lone Star, Inc.**

\_\_\_\_\_  
\_\_\_\_\_

**AGREED AND ACCEPTED:**

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

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

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

ATTEST:

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

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

          This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, an individual residing in Travis County, Texas.

(seal)

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

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.

(seal)

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

**EXHIBIT “A”**

**EASEMENT TRACT**

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF THE J. VAN WINKLE SURVEY NUMBER 14, ABSTRACT NUMBER 786 AND THE GARCIA MONTEZ AND DURAN SURVEY NUMBER 94, ABSTRACT 2146, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, SWENSON FARMS, PHASE I, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201600156, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1.466 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a capped iron rod found for the northwestern corner of said Lot 1, Swenson Farms, Phase I, also being the southern corner of that certain 19.79 acre tract conveyed to the City of Pflugerville in Document No. 2006248858, Official Public Records of Travis County, Texas, also being in the southeastern boundary line of Lot 2, Heatherwilde Villas, a subdivision recorded in Document Number 200200279, Official Public Records of Travis County, Records, for the northwestern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said Lot 1, Swenson Farms, Phase I and 19.79 acre tract, N81°58'17"E, a distance of 61.50 feet to a capped iron rod found, for the northernmost corner of the herein described tract,

**THENCE**, leaving said common boundary line and crossing said Lot 1, Swenson Farms, Phase I, the following ten (10) courses and distances, numbered 1 through 10,

1. S36°07'04"W, a distance of 94.56 feet to a calculated point,
2. S38°30'28"W, a distance of 58.29 feet to a calculated point,
3. S27°37'24"W, a distance of 407.35 feet to a calculated point,
4. S46°45'48"E, a distance of 93.85 feet to a calculated point,
5. S60°29'19"E, a distance of 74.65 feet to a calculated point,
6. S64°35'44"E, a distance of 334.16 feet to a calculated point,
7. S67°12'07"E, a distance of 72.63 feet to a calculated point,
8. S62°26'11"E, a distance of 371.50 feet to a calculated point,
9. S77°54'43"E, a distance of 269.43 feet to a calculated point, at a point of curvature to the left, and
10. With said curve to the left, having a radius of 1040.00 feet, an arc length of 115.87 feet, and whose chord bears S44°43'28"W, a distance of 115.81 feet to a calculated point, being in the southwestern boundary line of said Lot 1, Swenson Farms, Phase I, also being the northeastern boundary line of that certain 52.316 acre tract of land conveyed to Board of Trustees of the Pflugerville Independent School District in Document Number 2009135973, Official Public Records of Travis County, Texas,

**THENCE**, with the common boundary line of said Lot 1, Swenson Farms, Phase I and said 52.316 acre tract, N62°24'21"W, a distance of 1193.32 feet to a capped iron rod found for the westernmost corner

of said Lot 1, Swenson Farms, Phase I, also being the northernmost corner of said 52.316 acre tract, and also being in the southeastern boundary line of Lot 1, of said Heatherwilde Villas,

**THENCE**, with the common boundary line of said Lot 1, Swenson Farms, Phase I and Lot 1 and Lot 2 of said Heatherwilde Villas, N27°37'24"E, a distance of 569.69 feet to the **POINT OF BEGINNING** and containing 1.466 acres of land.

Surveyed by:

 30 Jun 2016

Aaron V. Thomason, RPLS #6214

**Carlson, Brigrance and Doering, Inc.**

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

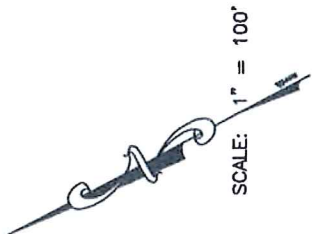
Fax: 512-280-5165

aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203)

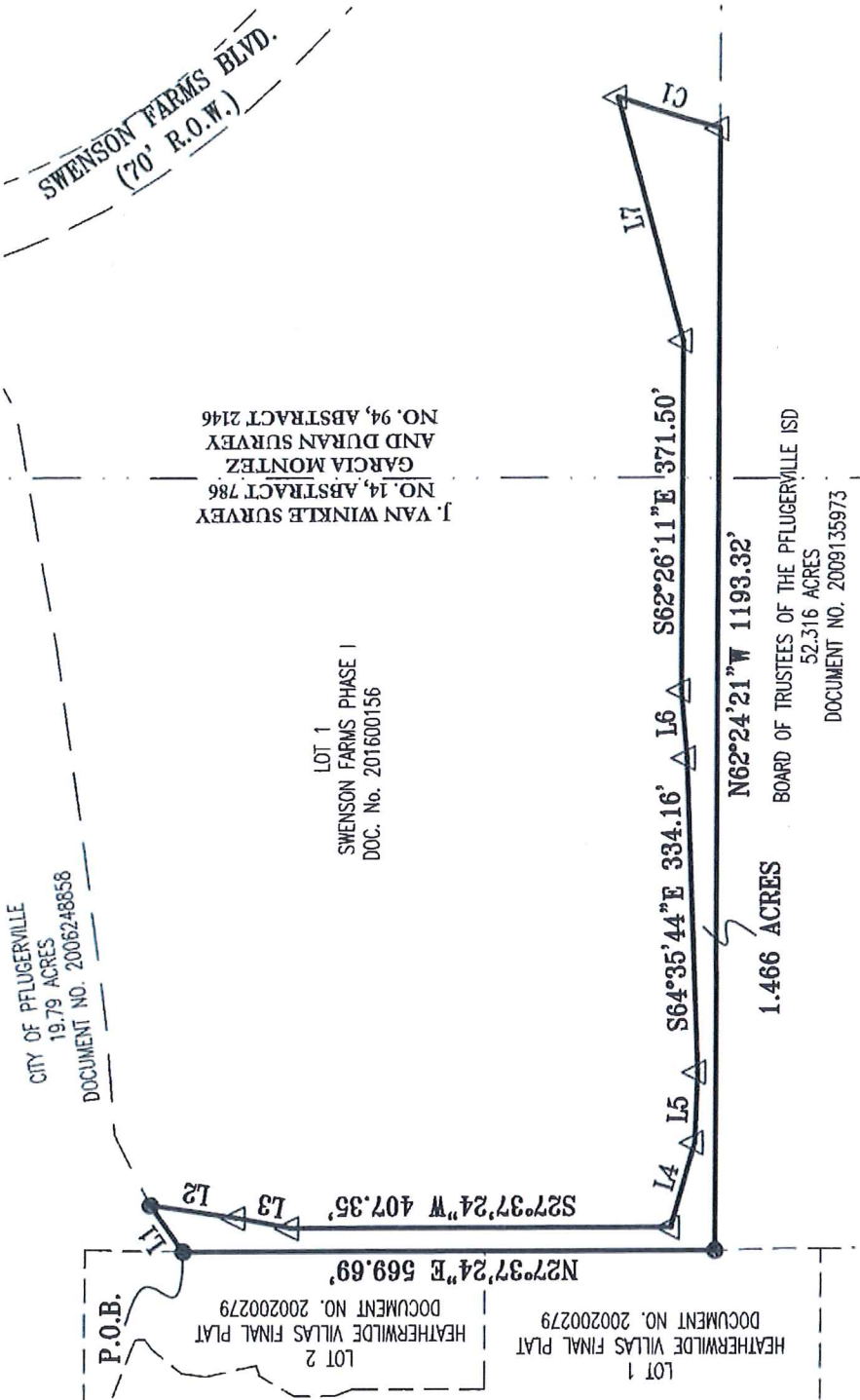
# SKETCH TO ACCOMPANY FIELD NOTES



## LEGEND

- 1/2" CAPPED IRON ROD FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING

Line Table	
Line #	Direction
L1	N81°58'17"E
L2	S36°07'04"W
L3	S38°30'28"W
L4	S46°45'48"E
L5	S60°29'19"E
L6	S67°12'07"E
L7	S77°54'43"E



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	115.87	1040.00	S44°43'28"W	115.81
			Tangent	57.99
			DELTA	6°23'00"



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

**Carlson, Brigrance & Doering, Inc.**

FIRM ID #F3791 REG. # 10024900

Civil Engineering Austin, Texas 78749  
 Surveying  
 5501 West William Cannon  
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH:- J:\4764\SURVEY\FN-DE.DWG