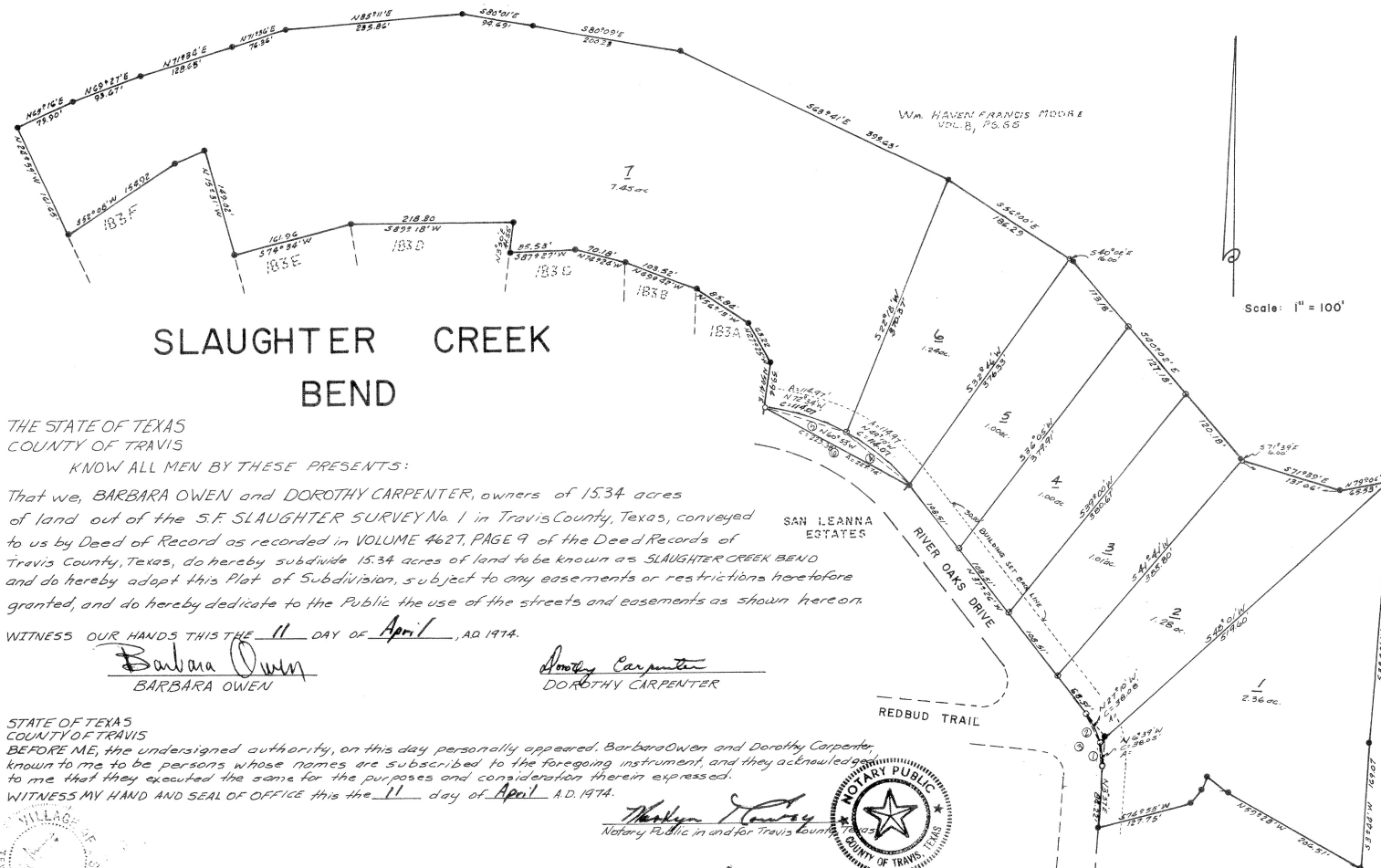


Sub-9-74RCCA 1838 #7.50



LEGEND
● Iron Pin Found
○ Iron Pin Set

Scale: 1" = 100'

CURVE DATA

	1	2	3
I	20°31'	20°32'	41°03'
R	106.84'	106.84'	106.84'
T	19.34'	19.35'	40.00'
C	38.05'	38.09'	74.92'
A	38.26'	38.29'	76.55'

	4	5	6
I	23°28'	23°28'	46°54'
R	280.66'	280.66'	280.66'
T	58.25'	58.25'	121.75'
C	114.07'	114.07'	223.38'
A	114.97'	114.97'	229.74'

Each house placed on any lot in this subdivision shall be connected to a septic tank and drain field approved by the City of Austin-Travis County Health Unit and shall be inspected and approved by the City-County Health Officer.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That we, BARBARA OWEN and DOROTHY CARPENTER, owners of 15.34 acres of land out of the S.F. SLAUGHTER SURVEY No. 1 in Travis County, Texas, conveyed to us by Deed of Record as recorded in VOLUME 4627, PAGE 9 of the Deed Records of Travis County, Texas, do hereby subdivide 15.34 acres of land to be known as SLAUGHTER CREEK BEND and do hereby adopt this Plat of Subdivision, subject to any easements or restrictions heretofore granted, and do hereby dedicate to the Public the use of the streets and easements as shown hereon.

WITNESS OUR HANDS THIS THE 11 DAY OF April, AD 1974.

Barbara Owen
BARBARA OWEN

Dorothy Carpenter
DOROTHY CARPENTER

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared, Barbara Owen and Dorothy Carpenter, known to me to be persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this the 11 day of April, AD 1974.



Sharon Toney
Notary Public in and for Travis County, Texas



Accepted and Authorized For Record by the City of San Leanna, Texas on the 13th day of June, AD 1974.

G.O. Knight, Mayor

In approving this plat by the Commissioners Court of Travis County, Texas, it is understood that the building of all streets, roads, and other thoroughfares or any bridges or culverts necessary to be placed in such streets, roads, or other thoroughfares shall be the responsibility of the owner and/or developer in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas, and said court assumes no obligation to build any of the streets, roads, or other thoroughfares or any of the bridges or culverts in connection therewith.

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Doris Shropshire, County Clerk of Travis County, Texas, do hereby certify that on the 17 day of June, AD 1974, the Commissioners Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order has been duly entered in the Minutes of said court in Book 3, Page 100.

WITNESS MY HAND AND SEAL OF THE COURT OF SAID COUNTY:

Doris Shropshire, County Clerk, Travis County, Texas

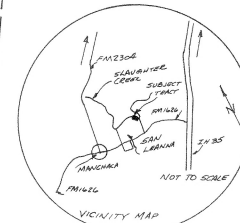
I, Doris Shropshire, County Clerk of Travis County, Texas, do hereby certify that the within and foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 9th day of July, AD 1974, at 10:05 o'clock A.M. in PLAT BOOK 69, PAGE 73, of the Plat Record of Travis County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE this the 9th day of July, AD 1974.

Doris Shropshire
Doris Shropshire, County Clerk, Travis County, Texas

FILED FOR RECORD on the 9th day of July, AD 1974, at 10:05 o'clock A.M.

By: Mike Figure, Deputy



SURVEYED, MARCH, 1974 BY:

RODGERS AND ASSOCIATES
ENGINEERING CORPORATION

James O. Rodgers
JAMES O. RODGERS
REG. PROFESSIONAL ENGINEER



The subdivision hereon is outside of the subdivision jurisdiction of the City of Austin, Travis County, Texas as of the 2nd day of July, 1974 AD.
Robert W. [Signature]
City Director of Engineering

DOC. NO.

93078402

DRAINAGE EASEMENT AGREEMENT

STATE OF TEXAS *

COUNTY OF TRAVIS *

KNOW ALL MEN BY THESE PRESENTS:

That I, ALTON R. KILLIAN and wife, BILLIE KAY KILLIAN, of the County of Travis and State of Texas, hereinafter called Grantors, for a good and valuable consideration, by the Village of San Leanna, a Municipal Corporation located in Travis County, Texas, hereinafter called Grantee, does hereby GRANT, SELL and CONVEY unto Grantee a permanent drainage easement upon and across the following described property of the Grantor:

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE S.F. SLAUGHTER LEAGUE, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN 15.344 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ALTON R. KILLIAN AND WIFE BILLIE KAY KILLIAN OF RECORD IN VOLUME 7243 PAGE 1119 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS

I.
CHARACTER OF EASEMENT

The easement granted herein is appurtenant to the dominant tenement.

II.
LOCATION OF EASEMENT

The drainage easement hereby conveyed is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

III.
PURPOSE OF EASEMENT

The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding and replacing the drainage easement as deemed necessary by the Grantee.

IV.
DURATION OF EASEMENT

The easement, rights, and privileges herein granted shall be perpetual. Grantors hereby bind themselves, their heirs and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

V.
EXCLUSIVENESS OF EASEMENT

The easement, rights and privileges granted herein are exclusive, and Grantors covenant that they will not convey any other easement or conflicting rights within the area covered by this grant.

VI.
SECONDARY EASEMENTS

In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the hereinbefore-described property of Grantors as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities contemplated by this grant. Upon completion of such construction and installation, Grantee shall replace and restore all fences, walls, or other structures which may have been relocated or removed during the construction period, and Grantee shall pay Grantors reasonable compensation for such fences, walls, or structures which may not be replaceable, and for such vegetation and crops as may have been damaged or destroyed during construction.

VII.
ENCROACHMENTS

Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings by loading and hauling away from premises.

VIII.
NON-TERMINATION

The easement, rights, and privileges granted hereunder shall run with the land and forever be a right in and to the land belonging to the Grantee, its successors and assigns in perpetuity, and said easement shall never be subject to abandonment and thereby revert to Grantors, their heirs and assigns, for lack of use by said Grantee.

IX.
RIGHTS RESERVED

Grantors also retain, reserve, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement including the right to use the surface of the herein granted easement for drainage and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses which will not conflict with the flow of storm drainage through the drainage easement and/or to dedicate all or any part of the surface of the property affected by this easement to any city for use as a public street, road or alley.

X.
ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

XI.
ATTORNEY'S FEES

In the event of controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

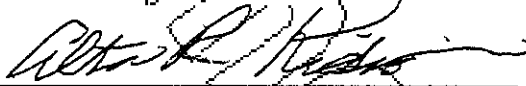
XII.
BINDING EFFECT

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

XIII.
ASSIGNABLE

This permanent drainage easement shall be assignable by the Grantee.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of July 9, 1993.


ALTON R. KILLIAN

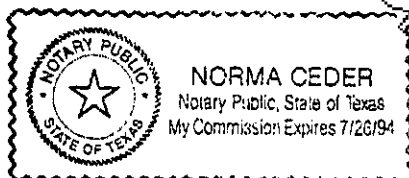

BILLIE KAY KILLIAN

STATE OF TEXAS *
 *
COUNTY OF TRAVIS *

BEFORE ME, the undersigned authority, on this day personally appeared ALTON R. KILLIAN and BILLIE KAY KILLIAN know to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9 day of

July, 1993.



Norma Ceder
Notary Public State of Texas

My commission expires: 7/26/94
Typed or printed name of Notary:

NORMA CEDER

Trimble Land Surveying, Inc.

4131 Spicewood Springs Rd.

Suite B-1

Austin, Texas 78759

(512) 338-0797

METES AND BOUNDS DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE S.E. SLAUGHTER LEAGUE, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN 15.344 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ALTON R. KILLIAN AND WIFE BILLIE KAY KILLIAN OF RECORD IN VOLUME 7243 PAGE 1119 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS SAID TRACT BEING 1,000 SQUARE FEET OF LAND FOR THE PURPOSE OF A DRAINAGE EASEMENT MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the easterly right-of-way line of River Oaks Drive being the southwesterly line of said Killian tract for the most southerly corner of the herein described tract, from which the northwest corner of Lot 1, JOHN BERGMANN SUBDIVISION a subdivision of record in plat book 63 page 74 of the Travis County, Texas Plat Records being the most southerly southwest corner of said Killian tract bears S37°26'00"E 15.00 feet and S03°37'00"W 124.22 feet;

THENCE with the easterly right-of-way line of said River Oaks Drive being the southwesterly line of said Killian tract for the southwesterly line of the herein described tract N37°26'00"W 25.14 feet to a point for the most westerly corner of the herein described tract;

THENCE leaving said right-of-way for the northwesterly line of the herein described tract N46°30'00"E 40.00 feet to a point for the most northerly corner of the herein described tract;

THENCE for the northeasterly line of the herein described tract S37°26'00"E 25.14 feet to a point for the most easterly corner of the herein described tract;

THENCE for the southeasterly line of the herein described tract S46°30'00"W 40.00 feet to the PLACE OF BEGINNING containing 1,000 square feet of land.

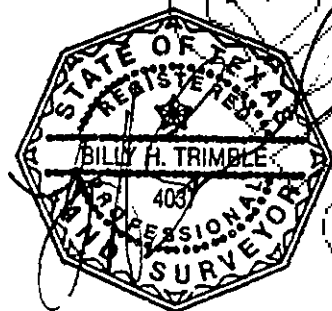
Prepared by TRIMBLE LAND SURVEYING, INC. this the 8th day of June, 1993.

EXHIBIT "A"

93-024 REAL PROPERTY RECORDS
sfsde TRAVIS COUNTY, TEXAS

Page 1 of 1

11976 0006



SKETCH TO ACCOMPANY METES AND BOUNDS ON 1,000 SQUARE FEET
OF LAND FOR THE PURPOSE OF A DRAINAGE EASEMENT OUT OF THE
S.F. SLAUGHTER LEAGUE, SITUATED IN TRAVIS COUNTY, TEXAS.

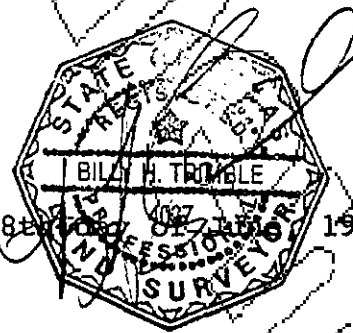
SCALE: 1" = 100'

ALTON R. KILLIAN & WIFE
BILLIE KAY KILLIAN
VOL. 7243 PG. 1117
15.344 AS

N37°26'00"W 25.14'
N46°30'00"E 40.00'
S37°26'00"E 25.14'
S46°30'00"W 40.00'
S37°26'00"E 15.00'
S46°30'00"W 124.22'

NORTHWEST
CORNER
JOHN BERGMANN SUBD.
S. 1/4, 63
LOT 1
PG. 74

Dated this the 8th day of June, 1993.



Prepared by: Billy H. Trimble R.P.L.S. No. 4037
TRIMBLE LAND SURVEYING, INC.
4131 Spicewood Springs Road # B-1
Austin, Texas 78759

11976-0007
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Job No. 93-024

FILED

93 JUL 13 AM 9:45

DAVID L. DUBOIS
COUNTY CLERK
TRAVIS COUNTY, TEXAS

11918 BLUEBONNET LN.
MANCHACA, TX.

78652

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
said RECORDS of Travis County, Texas, on

JUL 13 1993



Lana Dubois
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo-copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11976 0008







(S87°40'03"E) (62.04')

SLAUGHTER CREEK

TEMPORARY BENCHMARK SET
BRASS NAIL
ELEVATION 608.72

WATER

