

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WASTEWATER LINES EASEMENT

Date: _____, 2024

Grantor: MONARCH RANCH AT MANOR, LLC, a Texas limited liability company

Grantor's Address: 310 Enterprise Drive
Oxford, Lafayette County, Mississippi 38655

City: **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation situated in the counties of Travis

City's Address: 105 East Eggleston Street
Manor, Travis County, Texas 78653

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____

§

COUNTY OF _____

§

§

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:
CITY OF MANOR, TEXAS

REVIEWED:
CITY OF MANOR, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: Assistant City Attorney

Title: _____

S. BACON SURVEY
NO. 62, A-63

LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- IRON ROD FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- W.W.E. WASTEWATER EASEMENT
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND

CALLED 123.550 ACRES
MONARCH RANCH
AT MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N27°45'30"E	129.09'
L2	N42°47'50"E	91.98'
L3	N59°16'14"E	272.50'
L4	N46°21'41"E	94.87'
L5	N27°40'37"E	213.11'
L6	S62°19'23"E	67.44'
L7	S27°40'37"W	15.00'
L8	N62°19'23"W	52.44'
L9	S27°40'37"W	200.57'
L10	S46°21'41"W	99.04'
L11	S59°16'14"W	272.02'
L12	S42°47'50"W	87.83'
L13	S27°45'30"W	127.11'
L14	S62°14'30"E	15.00'



GRAPHIC SCALE



1 INCH = 200 FT.

N64°02'03"W 1118.97'

0.294 ACRES
12,810 SQ. FT.
W.W.E.

CALLED 136.342 ACRES
H. DALTON WALLACE
DOC. NO. 2013210018
O.P.R.T.C.T.

P.O.B.

S61°16'16"E 2066.16'

F.M. 973
(VARIABLE WIDTH R.O.W.)

1/2" IRF

0.294 ACRES/12,810 SQ. FT.

WASTEWATER EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS



4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION

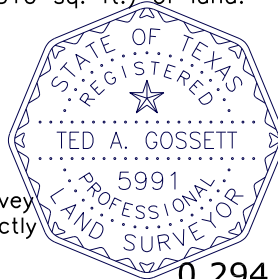
Being a 0.294 acre (12,810 sq. ft.) wastewater easement situated in the S. Bacon Survey No. 62, Abstract No. 63, Travis County, Texas, being out of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch at Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas and being more particularly described by mete and bounds and follows:

BEGINNING at the West corner of the easement being described herein in said 123.550 acre tract of land, from which a capped iron rod stamped "Chapparral" found for an angle point in the Southwesterly line of said 123.550 acre tract of land bears N64°02'03"W, a distance of 1118.97 feet;

THENCE over and across said 123.550 acre tract of land, the following Fourteen (14) courses and distances:

1. N27°45'30"E, a distance of 129.09 feet to a point for corner;
2. N42°47'50"E, a distance of 91.98 feet to a point for corner;
3. N59°16'14"E, a distance of 272.50 feet to a point for corner;
4. N46°21'41" E, a distance of 94.87 feet to a point for corner;
5. N27°40'37"E, a distance of 213.11 feet to a point for the North corner of said easement herein described;
6. S62°19'23"E, a distance of 67.44 feet to a point for the East corner of said easement herein described;
7. S27°40'37"W, a distance of 15.00 feet to a point for corner;
8. N62°19'23"W, a distance of 52.44 feet to a point for corner;
9. S27°40'37"W, a distance of 200.57 feet to a point for corner;
10. S46°21'41"W, a distance of 99.04 feet to a point for corner;
11. S59°16'14"W, a distance of 272.02 feet to a point for corner;
12. S42°47'50"W, a distance of 87.83 feet to a point for corner;
13. S27°45'30"W, a distance of 127.11 feet to a point for the South corner of said easement herein described, from which a 1/2-inch iron rod found in the Northwesterly right-of-way line of F.M. 973 bears S61°16'16"E, a distance of 2066.16 feet;
14. N62°14'30"W, a distance of 15.00 feet to the POINT OF BEGINNING and containing 0.294 acres (12,810 sq. ft.) of land.

I, Ted Allen Gossett, certify that this plat was prepared under my direct supervision from a survey made on the ground on and that this plat correctly represents the facts found at the time of said survey.



**0.294 ACRES/12,810 SQ. FT.
WASTEWATER EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS**

10/13/2022

Ted Alen Gossett

Texas R.P.L.S. No. 5991



4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2022\21-0289-4\Survey\DWG\21-0289-4 0.294 ACRE WWE.dwg

AFFIDAVIT OF NO LIENS
[OWNERSHIP TYPE - ENTITY]

Date: _____

Affiant: David B. Blackburn

Affiant Title: Manager of MONARCH RANCH AT MANOR, LLC

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

AFTER RECORDING, PLEASE RETURN TO:

Jamison Civil Engineering LLC
13812 Research Blvd.
Austin, Texas 78750

PROJECT INFORMATION:

Project Name: **Monarch Ranch at Manor Ph. 1**
Site Plan No.: **2022-P-1440-CO**