

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.

PUBLIC UTILITY 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: Electric distribution and transmission lines, gas lines, raw, reclaimed, and potable water lines, wastewater lines, drainage channels, drainage conveyance structures, telecommunications lines, cable lines, and other public utilities 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 in the Easement Tract, including the installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of no other improvement of any kind that: (i) is in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code or any successor code in effect at the time the improvement is erected, or (ii) unless reviewed and approved in writing by the Development Services Department or successor department of the City, makes changes in grade, elevation, or contour of the land in the Easement Tract which would impair City's access to the Facilities as determined by the City in its sole discretion

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 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, including without limitation the City's right to cut and trim trees and shrubbery and to remove any other obstructions as necessary to keep the obstructions clear of the Facilities, 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.

(The remainder of this page is intentionally blank)

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

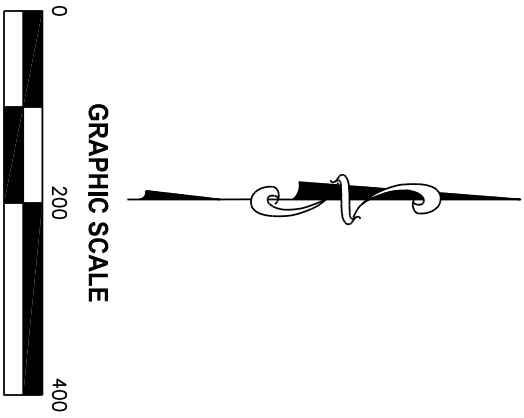
- ADJOINER LINE
- BOUNDARY LINE
- IRON ROD FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND

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

1.007 ACRES
43,883 SQ. FT.
P.U.E.

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

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N27°45'30"E	35.00'
L2	S27°45'30"W	35.00'



1.007 ACRES/43,883 SQ. FT.
PUBLIC UTILITY 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 1.007 acre (43,883 sq. ft.) public utility 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 at a point on the Southwesterly line of said 123.550 acre tract of land and the Northeasterly line of that certain called 136.342 acre tract of land described in the deed to H. Dalton Wallace, recorded in Document No. 2013210018, Official Public Records, Travis County, Texas, 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 N62°14'30"W, a distance of 12.11 feet;

THENCE over and across said 123.550 acre tract of land, the following Three (3) courses and distances:

1. N27°45'30"E, a distance of 35.00 feet to a point for the North corner of said easement herein described;
2. S62°14'30"E, a distance of 1253.81 feet to a point for the East corner of said easement herein described;
3. S27°45'30"W, a distance of 35.00 feet to a point in the Southwesterly line of said 123.550 acre tract of land and the Northeasterly line of said 136.342 acre tract of land 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 S62°14'30"E, a distance of 1933.36 feet;

THENCE N62°14'30"W, with the Southwesterly line of said 123.550 acre tract of land and the Northeasterly line of said 136.342 acre tract of land, a distance of 1253.81 feet to the POINT OF BEGINNING and containing 1.007 acres (43,883 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.

**1.007 ACRES/43,883 SQ. FT.
PUBLIC UTILITY 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 1.007 ACRE PUE.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;

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**