

**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.

**DRAINAGE EASEMENT WITH REQUIRED MAINTENANCE**

**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 county 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:** Drainage channels, drainage conveyance structures, and detention and water quality controls with all associated roads, gates, bridges, culverts, erosion control structures, and other 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

\_\_\_\_\_  
City Reviewer Initials

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, or other similar improvement in the Easement Tract

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. **Grantor (i) shall be obligated to maintain to a good and functioning condition in accordance with the requirements or ordinances of the City as determined by the City in its reasonable discretion the Facilities in the Easement Tract, (ii) is liable to the City for such maintenance obligations, and (iii) in the event Grantor does not perform the required maintenance obligations, agrees to indemnify the City for all City costs necessary to maintain the Facilities.** Grantor may enter into an agreement with a third party regarding the maintenance obligations, but in no such event shall the agreement with the third party release Grantor from its obligations to City under this Easement.

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.

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City Reviewer Initials

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  
LAW DEPARTMENT

**REVIEWED:**  
CITY OF MANOR, TEXAS  
DEVELOPMENT SERVICES DEPARTMENT

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Assistant City Attorney

Title: \_\_\_\_\_

\_\_\_\_\_  
City Reviewer Initials

**LEGEND / ABBREVIATIONS**

- ADJOINER LINE
- ▬ BOUNDARY LINE
- ▬ ASPHALT
- IRON ROD FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- D.E. DRAINAGE 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.

CALLED 7.267 ACRES  
TRACT 1  
PAYNE TRAVIS, LLC  
DOC. NO. 2022077341  
MP 973, LLC  
DOC. NO. 2022077336  
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N26°25'43"E	455.37'
L2	S62°38'37"E	25.00'
L3	S26°25'43"W	455.54'
L4	N62°14'30"W	25.01'

**0.261 ACRES**  
**11,386 SQ. FT.**  
**D.E.**

**P.O.B.**

CALLED 3.711 ACRES  
TRACT 2  
PAYNE TRAVIS, LLC  
DOC. NO. 2022077341  
MP 973, LLC  
DOC. NO. 2022077336  
O.P.R.T.C.T.

STONEWATER, PHASE 7  
DOC. NO. 201600181  
O.P.R.T.C.T.

CALLED 10.010 ACRES  
FOXTROT HOLDING, LLC  
DOC. NO. 2007085755  
O.P.R.T.C.T.

STONEWATER, PHASE 2  
DOC. NO. 201600180  
O.P.R.T.C.T.

STONEWATER, PHASE 5  
DOC. NO. 201600298  
O.P.R.T.C.T.

**0.261 ACRES/11,386 SQ. FT.**  
**DRAINAGE EASEMENT**  
**S. BACON SURVEY NO. 62, A-63**  
**TRAVIS COUNTY, TEXAS**

*G.B. GATES SURVEY  
NO. 63, A-315*

*S. BACON SURVEY  
NO. 62, A-63*

CIRF  
"CHAPPARAL"  
N62°14'30"W  
2824.31'

S62°14'30"E  
349.96'

**GRAPHIC SCALE**



1 INCH = 200 FT.



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 0.261 ACRE DE.dwg

LEGAL DESCRIPTION

Being a 0.261 acre (11,386 sq. ft.) drainage easement situated in the S. Bacon Survey No. 62, Abstract No. 63, Travis County, Texas, being out of that certain called 3.771 acre tract of land described as Tract 2 in the deed to Payne Travis, LLC, recorded in Document No. 2022077341, Official Public Records, Travis County Texas, also described as Tract 2 in the deed to MP 973, LLC, recorded in Document No. 2022077336, 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 the West corner of said 3.771 acre tract of land and the South corner 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, from which a capped iron rod stamped "Chapparal" 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 2824.31 feet;

THENCE N26°25'43"E, with the Northwesterly line of said of said 3.771 acre tract of land and the Southeasterly line of said 123.550 acre tract of land, a distance of 455.37 feet to a point for the North corner of said 3.771 acre tract of land and the North corner of said easement herein described;

THENCE S62°38'37"E, with the Northeasterly line of said 3.771 acre tract of land, a distance of 25.00 feet to a point for the East corner of said easement herein described;

THENCE S26°25'43"W, over an across said 3.771 acre tract of land, a distance of 455.54 feet to a point in the Southwesterly line of said 3.771 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 for the South corner of said 3.771 acre tract of land bears S62°14'30"E, a distance of 349.96 feet;

THENCE N62°14'30"W, with the Southwesterly line of said 3.771 acre tract of land, a distance of 25.01 feet to the POINT OF BEGINNING and containing 0.261 acres (11,386 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.

*Ted A. Gossett*

10/13/2022

Ted Allen Gossett

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

0.261 ACRES/11,386 SQ. FT.  
DRAINAGE EASEMENT  
S. BACON SURVEY NO. 62, A-63  
TRAVIS COUNTY, TEXAS



4100 INTERNATIONAL PLAZA  
STE. 240  
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X:\2022\21-0289-4\Survey\DWG\21-0289-4 0.261 ACRE DE.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**