



January 22, 2025

City Council  
City of Montgomery  
101 Old Plantersville Rd.  
Montgomery, Texas 77316

Re: 25' Utility Easement  
Shadow Creek Estates LTD.  
City of Montgomery

Dear Mayor and Council:

As you are aware, the Lone Star Ridge single family development is constructing public infrastructure for the development. As a part of the development the Developer will be connecting to existing City infrastructure along Buffalo Springs Dr, just north of Lone Star Parkway. In order to extend the public facilities and access the existing utility lines, the Developer, Taylor Morrison Homes, was required as part of the Development Agreement to obtain this easement from the property owner, Shadow Creek Estates, LTD.

Shadow Creek Estates has reviewed the easement and have offered no objection as it is written. We recommend the City execute the utility easement.

If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Katherine Vu".

Katherine Vu, PE, CFM  
City Engineer

KMV/zlgt

Z:\00574 (City of Montgomery)\\_900 General Consultation\Correspondence\Letters\2025\2025.01.21 MEMO To Council  
Shadow Creek Estates Utility Easement.docx

Enclosures: Easement

Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief  
Ms. Ruby Beaven – City of Montgomery, City Secretary  
Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer

**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:** **SHADOW CREEK ESTATES, LTD.**, a Texas limited partnership

**Grantor's Address:** 6046 FM 2920, #512  
Spring, Texas 77379

**City:** **CITY OF MONTGOMERY**, a Texas home-rule municipal corporation situated in Montgomery County

**City's Address:** 101 Old Plantersville Road  
Montgomery, Texas 77316

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

**Easement Duration:** Perpetual

**Easement Purpose:** To 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 and having a cross-sectional alignment of the separate utilities as generally depicted in the attached **Exhibit B**

**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

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

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 Planning and Zoning Commission 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 a non-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**").

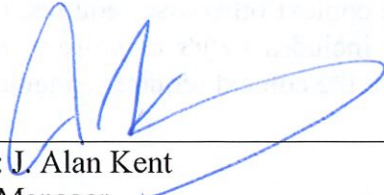
**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the 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

Executed effective the Date first above stated.

**GRANTOR:**

**Shadow Creek Estates, Ltd.,**  
a Texas limited partnership

By: Shadow Creek GP, LLC,  
a Texas limited liability company,  
its General Partner


By:   
Name: J. Alan Kent  
Title: Manager

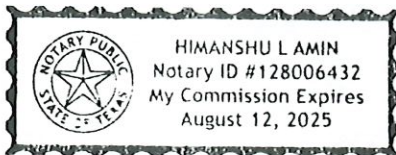
STATE OF TEXAS §  
COUNTY OF HARRIS §

Before me, the undersigned notary, on this day personally appeared J. Alan Kent, Manager of Shadow Creek GP, LLC, a Texas limited liability company, General Partner of Shadow Creek Estates, Ltd., a Texas limited partnership, 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 this 6<sup>th</sup> day of JANUARY,  
2024. 2025

[Seal]

  
\_\_\_\_\_  
Notary Public, State of Texas  
8/12/25



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 ---*

**[REMOVE OR ADD APPROVALS AS NECESSARY FOR CITY/COUNTY DEPARTMENTS OR UTILITY PROVIDERS]**

**APPROVED AS TO FORM:**  
CITY OF MONTGOMERY, TEXAS  
LAW/LEGAL DEPARTMENT

**REVIEWED:**  
CITY OF MONTGOMERY, TEXAS  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REVIEWED:**  
CITY OF MONTGOMERY, TEXAS  
\_\_\_\_\_

**REVIEWED:**  
CITY OF MONTGOMERY, TEXAS  
PLANNING AND ZONING COMMISSION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A – EASEMENT TRACT

**METES AND BOUNDS DESCRIPTION  
25' WIDE EASEMENT  
0.3014 ACRES (13,131 SQUARE FEET)  
OUT OF A CALLED 33.5269 ACRES  
JOHN CORNER SURVEY, ABSTRACT 8  
MONTGOMERY COUNTY, TEXAS**

Being 0.3014 acres (13,131 square feet) of land, out of a called 33.5269 acres conveyed to Lefevre Development, Inc. by deed recorded in 2008-096315 of the Official Public Records of Real Property of Montgomery County, Texas (OPRRP MCT); Said 0.3014 acre tract lying in the John Corner Survey, Abstract 8 of Montgomery County, Texas and being more particularly described by metes and bounds as follows;

**COMMENCING** at a found 5/8 inch iron rod, marking the Southwest corner of a called 2.4988 acre tract conveyed to General Monitors Transnational, LLC by deed recorded in CCF No. 2007-121045 of the OPRRP MCT and the Northwest corner of a called 7.16 acre tract conveyed to General Monitors Transnational, LLC by deed recorded in CCF No. 2007-020435 of the OPRRP MCT, being in the East line of said 33.5269 acre tract;

**THENCE** South 27°54'56" West, along the West line of said 7.16 acres tract and a called 50.61 acre tract conveyed to General Monitors Transnational, LLC by deed recorded in CCF No. 2007-020435 of the OPRRP MCT, a distance of 659.97 feet to a point for the Northeast corner of the herein described tract, also called the **POINT OF BEGINNING**;

**THENCE** South 03°34'30" East, along said West line of said 50.61 acre tract and the East line of said 33.5269 acre tract, a distance of 25.00 feet to a point for the Southeast corner of the herein described tract;

**THENCE** South 86°37'00" West, a distance of 525.48 feet to a point, being in the East line of said 33.5269 acre tract and the West line Buffalo Springs Dr. a right-of-way dedicated to City of Montgomery by deed recorded in CCF No. 2007-079563 of the OPRRP MCT;

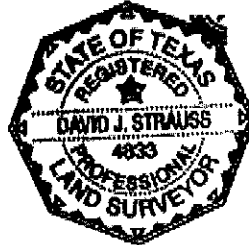
**THENCE** along said ROW, a curve to the left, having a radius of 1050.00 feet, an internal angle of 01°21'51", a chord bearing North 02°42'05" West, a distance of 25.00 feet, for an arc length of 25.00 feet to a set 5/8 inch iron rod, for the Northwest corner of the herein described tract;

**THENCE** North 86°37'00" East, a distance of 525.10 feet to the **POINT OF BEGINNING** and containing a computed 0.3014 acre (13,131 square feet) of land.

Prepared by:  
Town and Country Surveyors L.L.C  
25307 North Freeway (IH-45 N)  
The Woodlands, TX 77380  
[www.tcsurveying.com](http://www.tcsurveying.com)  
Phone (281) 465-8730  
Fax (281) 465-8731

*David J. Strauss*

David J. Strauss, RPLS 4833  
May 27, 2009  
Job No. 1633-0002



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

**EXHIBIT B – FACILITIES**

**[Please Provide]**



**AFTER RECORDING RETURN TO:**

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**[REMOVE IF DOES NOT APPLY, BUT MAY BE HELPFUL FOR CITY]**

**PROJECT INFORMATION:**

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

Project Case Manager: \_\_\_\_\_

Site Plan No.: \_\_\_\_\_

## CONSENT BY LIEN HOLDER

**Date:** \_\_\_\_\_, 2024

**Lien Holder:** INTERNATIONAL BANK OF COMMERCE

**Lien Holder Notice Address:** 5615 Kirby Drive  
Houston, Texas 77005

**Liens:** **Vendor's Lien** retained in Special Warranty Deed with Vendor's Lien dated October 3, 2017, recorded in Document No. 2017090881, Official Public Records of Montgomery County, Texas, executed by Lefevre Development, Inc., to Shadow Creek Estates, Ltd., securing the payment of one note of even date therewith in the sum of \$910,000.00, payable to International Bank of Commerce, and additionally secured by Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement of even date therewith to Jay Rogers, Trustee, recorded in Document No. 2017090882, Official Public Records of Montgomery County, Texas.

**Grant Document:** The document to which this Consent by Lien Holder is attached, and consented to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

INTERNATIONAL BANK OF COMMERCE

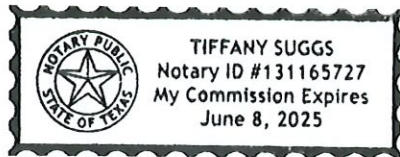
By: [Signature]  
Printed Name: Sam Jones  
Title: 1st VP

STATE OF TEXAS §  
COUNTY OF Harris §

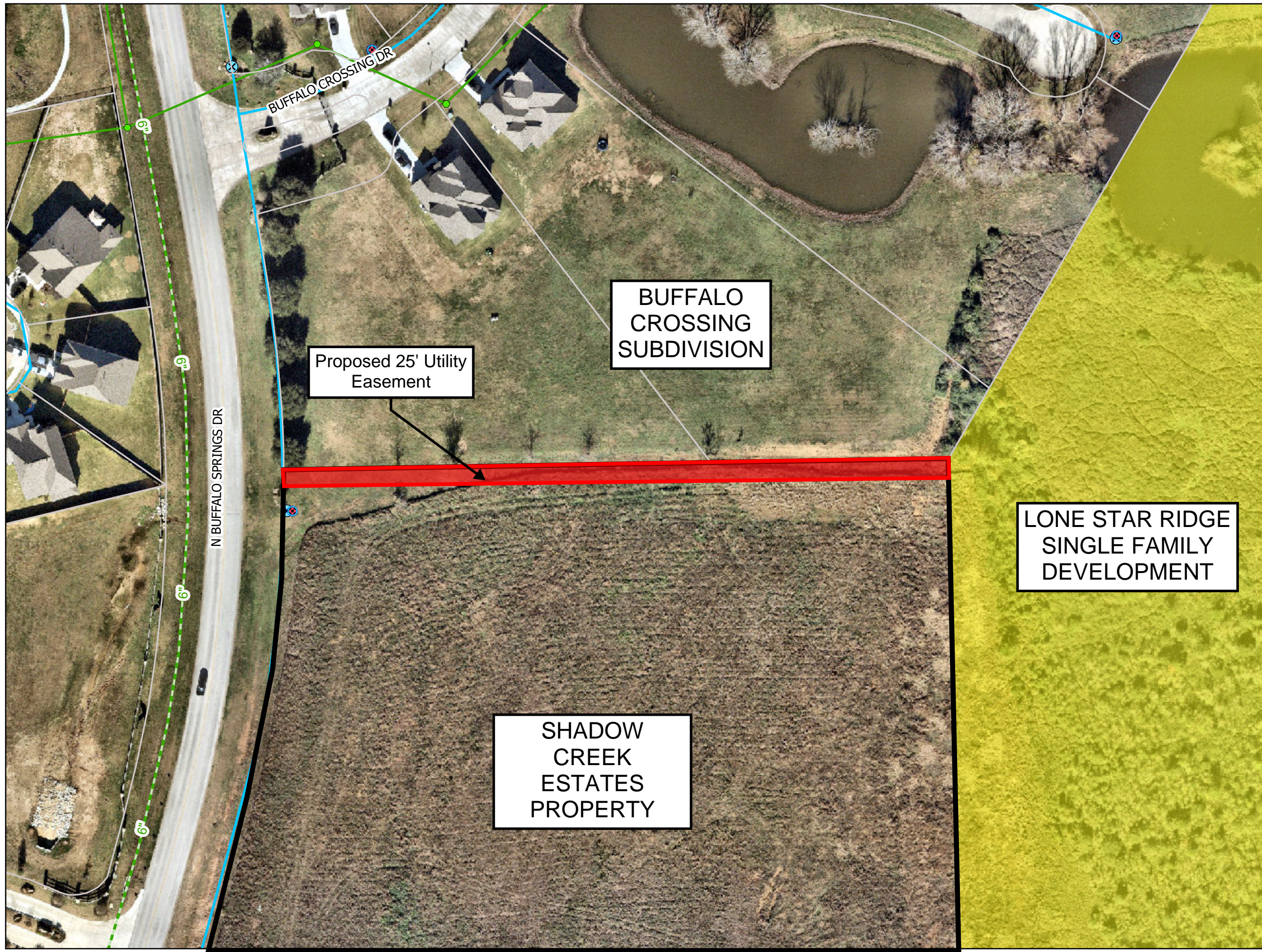
Before me, the undersigned notary, on this day personally appeared Sam Jones, 1st VP of INTERNATIONAL BANK OF COMMERCE, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on this 21 day of December 2024.

[Seal]



[Signature]  
Notary Public, State of Texas



**Legend**

- City Limits
- Extrateritorial Jurisdictions
- Tax Parcels

**Active Developments**

**Development Status**

- Complete/Under Warranty
- In Design
- In Design/Construction
- Planning/Feasibility
- Under Construction

**Water Main**

- Well
- Hydrant
- Water Main Valve
- Our Agency
- Private
- Lift Station
- Sanitary Sewer Manhole

0 0.01 0.03  
mi

**PROPOSED  
25' UTILITY  
EASEMENT EXHIBIT**



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

