

**"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 DRIVERS' LICENSE NUMBER."**

AFTER RECORDING, RETURN TO:

Town of Prosper  
Attn: Town Secretary  
250 W. First Street  
P.O. Box 307  
Prosper, TX 75078

**SANITARY SEWER EASEMENT & TEMP. CONSTRUCTION EASEMENT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That \_\_\_\_\_ ("Grantor"), whether one or more, for and in consideration of the sum of THIRTYFIVE THOUSAND DOLLARS (\$35,000.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for clean-outs or manholes at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over

the Easement Property.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors, and assigns, together with the right and privilege at all times to enter the Easement Property. Or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating, and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein.

If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way except fencing within said easement, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

\_\_\_\_\_,  
a Texas \_\_\_\_\_

**SANITARY SEWER ( \_\_\_\_\_ )**

By: \_\_\_\_\_  
[INSERT AUTHORIZED SIGNATOR, TITLE]

AGREED AND ACCEPTED:  
***TOWN OF PROSPER, TEXAS***

By: \_\_\_\_\_  
Mario Canizares, Town Manager

THE STATE OF TEXAS     §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, a Texas \_\_\_\_\_, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN     §

BEFORE ME, the undersigned authority, on this day personally appeared **Mario Canizares, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

### JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Sanitary Sewer Easement Property evidenced by:

Vendor's Lien retained in Deed, dated \_\_\_\_\_, filed for record on \_\_\_\_\_ and recorded under Clerk's File No. \_\_\_\_\_, Real Property Records of Collin County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$ \_\_\_\_\_, payable to the order of \_\_\_\_\_, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to \_\_\_\_\_, Trustee, filed for record on \_\_\_\_\_ and recorded under Clerk's File No. 2 \_\_\_\_\_, Real Property Records of Collin County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Sanitary Sewer Easement agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Sanitary Sewer Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

\_\_\_\_\_,  
a \_\_\_\_\_

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

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

Its: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, a Texas \_\_\_\_\_, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

***EXHIBIT "A"***  
***Legal Description and Depiction of the Easement Property***

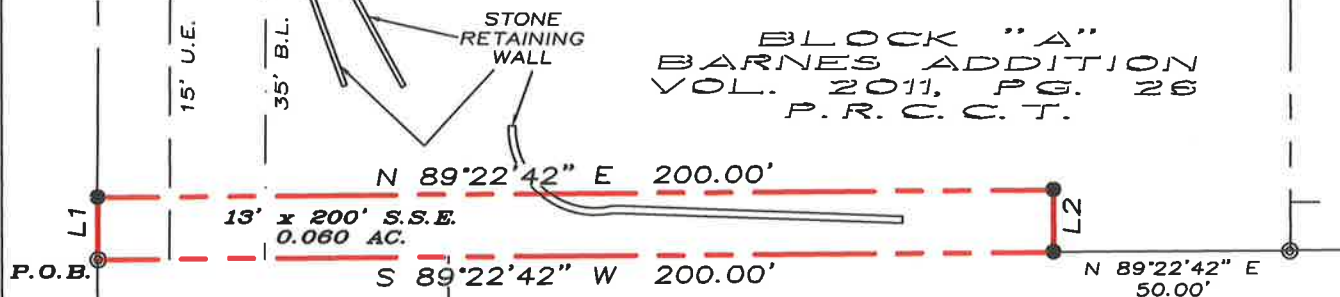
PARVIN STREET

DAVID MAYA  
DOC. NO. 2019118001469080  
L.R.C.C.T.

EXHIBIT A

2

BLOCK "A"  
BARNES ADDITION  
VOL. 2011, PG. 26  
P.R.C.C.T.



MICHAEL SAYLORS  
VOL. 4790, PG. 2508  
D.R.C.C.T.

MICHAEL B. GRIFFIN  
JANICE B. GRIFFIN  
DOC. NO. 19930428000311690  
L.R.C.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°20'49" W	13.00'
L2	S 00°20'49" E	13.00'

### LEGAL DESCRIPTION

Situated in the County of Collin, State of Texas, being a part of Lot 2 in Block "A" of Barnes Addition, according to the plat thereof recorded in Volume 2011, Page 26, Plat Records, Collin County, Texas, and the same tract of land described in the deed to David Maya, recorded in Doc. No. 2019118001469080, said Land Records, Collin County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southwest corner of said Lot 2, common to the northwest corner of a tract of land described in the deed to Michael Saylor, recorded in Volume 4790, Page 2508, Deed Records, Collin County, Texas, and on the easterly right-of-way line of Parvin Street;

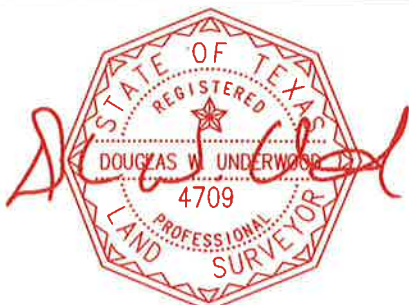
Thence North 00°20'49" West, with the westerly line of said Lot 2, and with the easterly right-of-way line of said Parvin Street, a distance of 13.00 feet to the northwest corner of the herein described tract of land;

Thence North 89°22'42" East, crossing said Lot 2, a distance of 200.00 feet to the northeast corner of the herein described tract of land;

Thence South 00°20'49" East, continuing across said Lot 2, a distance of 13.00 feet to the southeast corner of the herein described tract of land, and on the southerly line of said Lot 2, and on the northerly line of a tract of land described in the deed to Michael B. Griffin and Janice B Griffin, recorded in Document No. 19930428000311690, said Land Records, and from which a 1/2" steel rod found for the southeast corner of said Lot 2 bears North 89°22'42" East, a distance of 50.00 feet;

Thence South 89°22'42" West, with the southerly line of said Lot 2, and with the northerly line of said Griffin Tract, and with the northerly line of aforesaid Saylor Tract, a distance of 200.00 feet to the Point of Beginning and containing 0.060 acres of land, more or less.

JOB NO. 23080909



DOUGLAS W. UNDERWOOD,  
R.P.L.S. NO. 4709  
FIRM NO. 10006300

13' x 200'  
SANITARY SEWER  
EASEMENT

DATE: 08/29/2023

DRAWN BY: BNH

APPROVED BY: DWU

SCALE: 1" = 40'



DRAFTING & SURVEYING, INC.  
3404 INTERURBAN ROAD  
DENISON, TEXAS 75023  
(903) 465-2351 FAX: (903) 465-2352

DAVID MAYA