

CITY OF JOHNSON CITY

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF JOHNSON CITY, TEXAS PROVIDING FOR THE ABANDONMENT AND RELEASE OF A UTILITY EASEMENT IN THE CITY; AND PROVIDING FOR THE APPROVAL AND ACCEPTANCE BY THE CITY OF A NEW PUBLIC UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**RECITALS**

WHEREAS, the City of Johnson City (“City”) is the owner of a public utility easement (“Easement”) in, along, over, upon and across that certain property recorded in Volume 70 at Page 55, Deed Records of Blanco County, Texas (“Property”), as described and depicted in *Release of Easement*, attached hereto as Attachment “1” and incorporated fully herein; and

WHEREAS, the City has determined that said Easement is no longer needed for municipal use and that abandonment and release of the Easement is in the public interest; and

WHEREAS, construction and layout of sewer lines under the City’s master public utility construction plan requires a new public utility easement across the Property; and

WHEREAS, in exchange for the release of the Easement, the Property Owner of the Property has agreed to convey, and the City accepts, a new public utility easement and temporary construction easement over the Property as described and depicted in *Public Utility Easement*, attached hereto as Attachment “2” and incorporated fully herein, and for the purposes described therein.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Johnson City:

**ARTICLE I. FINDINGS OF FACT**

The foregoing recitals are adopted as facts and are incorporated fully herein.

**ARTICLE II. RELEASE OF EASEMENT**

- A. The City Council hereby declares that the Easement, described in Attachment “1”, is abandoned and relinquished, insofar as the right, title, and interest of the public are concerned. The City Council hereby releases the City’s interests in the Easement, as is, to the Property Owner. The abandonment, release, and relinquishment provided for herein shall extend only to the public right, title, easement, and interest the City may legally and lawfully abandon, release, and relinquish.
- B. Said abandonment and release shall not be effective unless and until the master utility construction relative to the Property is completed. Upon completion, the Mayor is directed to execute, on behalf of the City, the conveyance in the form outlined in Attachment “1”.

Upon execution, the release shall be filed at the Blanco County Records Office and the City shall pay all recording fees.

**ARTICLE III. ACCEPTANCE AND APPROVAL OF PUBLIC UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

- A. In consideration and as a condition of this abandonment, release, and relinquishment herein, the Property Owner-Grantor offers to convey to the City a public utility easement (“Public Utility Easement”) as outlined in Attachment “2” for the purposes contained therein.
- B. In addition, to accommodate the master utility construction, the Property Owner offers and conveys to the City a Temporary Construction Easement as described in Attachment “2”.
- C. The City Council hereby approves the offers and accepts the conveyances as described and contained in Attachment “2”.
- D. Upon execution of the *Public Utility Easement* by the Property Owner, the Mayor is directed to execute, on behalf of the City, the conveyances in the form outlined in Attachment “2”. Upon execution, the conveyance shall be filed at the Blanco County Records Office and the City shall pay all recording fees.

**ARTICLE IV. REPEALER AND SEVERABILITY**

- A. REPEALER: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- B. SEVERABILITY: Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**ARTICLE V. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and approval.

**PASSED AND APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by a majority vote of the City Council of Johnson City, Texas.

**CITY OF JOHNSON CITY, TEXAS**

\_\_\_\_\_  
Stephanie Fisher, Mayor

Attest:

\_\_\_\_\_  
Whitney Walston, City Secretary

**RELEASE OF PUBLIC UTILITY EASEMENT  
CITY OF JOHNSON CITY, TEXAS**

**RELEASE OF PUBLIC UTILITY EASEMENT  
CITY OF JOHNSON CITY, TEXAS**

STATE OF TEXAS           §  
  §     **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF BLANCO     §

**WHEREAS**, by that certain instrument dated the 1st day of February, 1962, recorded in Volume 70 at Page 55, Deed Records of Blanco County, Texas, contained in Exhibit "A", attached hereto and incorporated fully herein, the undersigned, the City of Johnson City, Blanco County, Texas is the owner(s) of an Easement in, along, over, upon and across that certain property as more particularly depicted in Exhibit "B", attached hereto and incorporated fully herein; and,

**WHEREAS**, the City of Johnson City has determined that said Easement is no longer needed for municipal use and that abandonment and release of the Easement is in the public interest.

**NOW THEREFORE**, the City of Johnson City does hereby **FOREVER, RELEASE AND RELINQUISH**, and quitclaims all of its right, title and interest in the Easement; and that by said abandonment and relinquishment, the Easement is extinguished and terminated.

**IN WITNESS WHEREOF**, executed by the City of Johnson City on and effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF JOHNSON CITY, TEXAS**

\_\_\_\_\_  
Stephanie Fisher, Mayor

Attest:

\_\_\_\_\_  
Whitney Walston, City Secretary

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by Stephanie Fisher, Mayor, and Whitney Walston, City Secretary of the City of Johnson City, a Texas General Law municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

PLEASE MARK THE FOLLOWING PDF EXHIBITS LISTED BELOW AND ATTACH TO THIS DOCUMENT IN THIS ORDER:

EXHIBIT A (This is the document entitled 4645916\_89977679\_docimage\_actual )

EXHIBIT B (This is the document entitled Gandolf Survey Exhibit – Layout )

\*\*\*\*\*

STATE OF TEXAS        }  
                          }  
COUNTY OF BLANCO     }

KNOW ALL MEN BY THESE PRESENTS:

That Luzia Casparis, a feme sole, for and in consideration of the sum of \$1.00 cash to me in hand paid by the City of Johnson City, Texas, receipt of which is acknowledged, and the further consideration of being allowed to connect my premises with the sanitary sewer herein-after described, and of the benefits to me and my property to be derived on account of the construction and maintenance by the City of said sanitary sewer in and through those certain premises hereinafter described, do hereby give and grant to said City the right to install, construct and maintain a sanitary sewer line, together with all necessary equipment under and across the following described premises; as more fully described in Volumes 69, Page 231, of the Deed Records of Blanco County, Texas.

TO-WIT: A Right-of-Way Easement 20 feet wide, for use of construction purposes only, starting on the East property line and running in a Westerly direction for a distance of approximately 475 feet to the West property line of said property. After construction work is completed, said Right-of-Way Easement, as described above, shall narrow to four feet in width for maintenance purposes.

TO HAVE AND TO HOLD the same to the City of Johnson City, Texas, and its successors, together with the right and privilege at any and all times to enter said premises for the purpose of maintaining said sewer and for making connections therewith, upon the following conditions:

1. The City will at all times after doing any work in connection with the construction, repair or maintenance of said sewer restore said premises to substantially the same condition as before such work was begun.
2. The City will install said sanitary sewer in a workmanlike manner in accordance with the plans prepared by R. V. Derrisk, Contractor, for the City sanitary sewer system.
3. The City will not create a nuisance upon the premises and, should any condition arise creating a nuisance, the City upon notice will take immediate steps to abate the same at its expense.
4. In the event it is necessary to replace any portion of said sanitary sewer, the City will replace the same with material identical with or fully equivalent for all purposes to the original material.
5. Upon cessation of use of the said sanitary sewer system or upon any change in such system so that the sewer line installed on the premises is no longer used or required as a portion thereof, all rights hereunder obtained by the City shall cease insofar as the premises above described are concerned.

Witness the signatures of the parties this the 13th day of January, 1962.

(Seal)

S/ Luzia Casparis  
Luzia Casparis, a feme sole

ATTEST:

S/ George Byars  
George Byars, Mayor  
City of Johnson City, Texas

S/ J B Leonard  
J. B. Leonard, Secretary  
City of Johnson City, Texas

STATE OF TEXAS        }  
                          }  
COUNTY OF BLANCO     }

Before me, the undersigned authority, on this day personally appeared Luzia Casparis, a feme sole, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same for the purposes and consideration therein

expressed.

Given under my hand and seal of office, this the 27th day of January, 1962.

(Seal)

Mrs. Geo. W. Sharp  
Notary Public, Blanco County, Texas

STATE OF TEXAS        )  
COUNTY OF BLANCO    )

Before me, the undersigned authority, on this day personally appeared George Byars, Mayor of the City of Johnson City, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office, this the 13 day of January, 1962.

(Seal)

Alfred Pochler  
Ex-officio Notary Blanco Co.

FILED FOR RECORD FEBRUARY 1st, 1962, at 9:48 A.M.  
IOLA LESTER, CLERK, BLANCO COUNTY, TEXAS.  
RECORDED FEBRUARY 1st, 1962, at 11:25 A.M.

\*\*\*\*\*

THE STATE OF TEXAS    )  
COUNTY OF BLANCO    (

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ALICE GIVENS, a widow, of the County of Blanco and the State aforesaid, for and in consideration of FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$5500.00) DOLLARS, paid and secured to be paid by CASPER DANZ and wife, DORIS DANZ, as follows:

1. FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS cash to me in hand paid, the receipt of which is hereby acknowledged;
2. The execution and delivery by the said CASPER DANZ and wife, DORIS DANZ, to me of their one certain promissory note of even date herewith in the principal sum of FIVE THOUSAND AND NO/100 (\$5000.00) DOLLARS, payable to the order of ALICE GIVENS, a widow, at Johnson City, Texas, bearing interest at the rate of four per cent (4%) per annum, interest payable monthly, the principal of said note being due and payable in monthly installments of EIGHTY-FIVE AND NO/100 (\$85.00) DOLLARS or more each for the first ten (10) months, the first of which installments being due and payable on the 1st day of MARCH, 1962 and a like installment of EIGHTY-FIVE AND NO/100 (\$85.00) DOLLARS or more each being due and payable on the 1st day of each and every month for nine (9) payments thereafter and then the principal of said note is due and payable in monthly installments of FIFTY AND NO/100 (\$50.00) DOLLARS or more each, the first of which Fifty Dollar (\$50.00) monthly installment payments being due and payable on the 1st day of the first month after the payment of said ten (10) monthly installments of Eighty-Five and No/100 (\$85.00) Dollars or more each and a like installment of Fifty Dollars (\$50.00) or more each being due and payable on the 1st day of each and every month thereafter until the whole of said note shall have been paid in full, said installments to be applied first to interest with balance to principal and said note containing the usual acceleration of maturity and attorney's fees clauses, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said CASPER DANZ and wife, DORIS DANZ, the following described real estate, lying and being situated in Blanco County, Texas, to-wit:

All that certain lot, tract and parcel of land lying and being situated in Blanco County, Texas, being out of and a part of the James Fentress Sur. No. 171, and being out of anda part of Block No. 7 in the town of Johnson City, Texas, as shown by the plat of said town recorded in Vol. 4, page 117, of the Deed Records of Blanco County, Texas, the portion of said Block herein conveyed being described by metes and bounds as follows: BEGINNING at the S. E. Cor. of that certain part of said Block No. 7 conveyed to Dan Rose by W. S. Crider and his wife, by their deed dated the 21st day of March, A.D. 1928, recorded in the Deed Records of Blanco County, Texas, in Vol. 45, page 74 thereof;

EASEMENTS, AS LISTED IN SCHEDULE B OF FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE OF NO. 15-138 EFFECTIVE APRIL 7, 2016 AFFECTING THE SUBJECT PROPERTY ARE SHOWN HEREON.

I, RANDALL H. HAMBRIGHT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO ANN M. JEDRZEJEWSKI, FIRST AMERICAN TITLE INSURANCE COMPANY, COUNTYWIDE TITLE COMPANY, AND LENDER THAT I HAVE MADE A SURVEY ON THE GROUND OF THE TRACT SHOWN HEREON AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, VISIBLE UTILITY LINES OR EASEMENTS KNOWN TO ME EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY.

DATE \_\_\_\_\_  
RANDALL H. HAMBRIGHT, R.P.L.S. NO. 5263

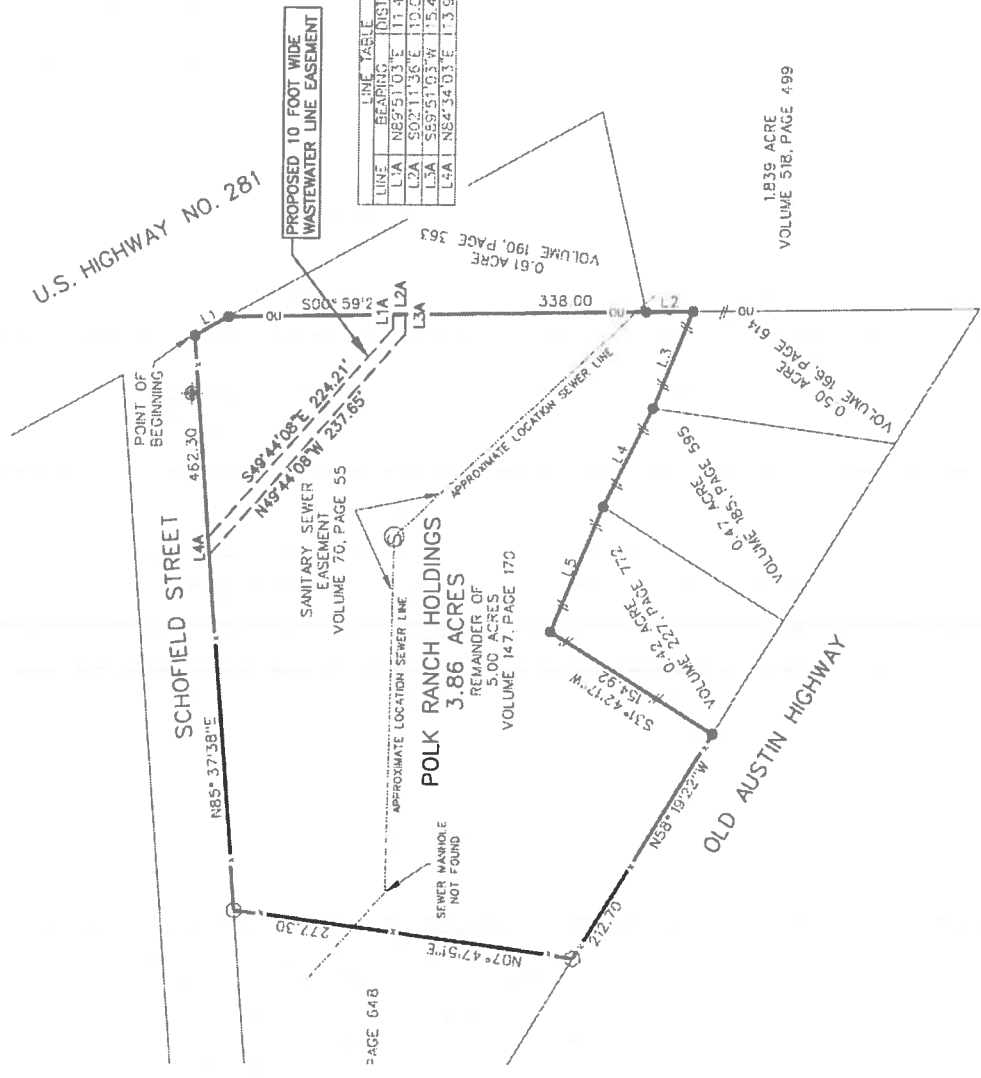
LINE	BEARING	DISTANCE
L2A	N82°51'03"E	111.40'
L3A	S02°11'36"E	110.00'
L4A	S82°51'03"W	15.44'
L4A	N84°34'03"E	113.97'

LEGEND

- 1/2" IRON ROD FOUND
- ( ) RECORD INFORMATION
- OU OVERHEAD UTILITIES
- WIRE FENCE
- WOOD FENCE
- 3" METAL FENCE POST
- ⊕ FIRE HYDRANT
- ⊙ SEWER MANHOLE



Scale: 1" = 100'



3.86 Acres Situated in the  
Joseph Duel Survey no. 172  
Abstract No. 147  
Blanco County Texas

**S.D. KALLMAN, L.P.**  
*Engineers and Environmental Consultants*  
TYPE Firm Registration No. F-516  
1106 South Mays, Suite 101  
Round Rock, Tx. 78664  
Phone: (512) 218-4404  
Fax: (512) 218-1668  
[www.sdkallman.com](http://www.sdkallman.com)



**PUBLIC UTILITY EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT**

**PUBLIC UTILITY EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF TEXAS           §  
  §     **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF BLANCO     §

**GRANTOR:**                             Polk Ranch Holdings, LLC  
  10652 Tango Road  
  Weatherford, TX 76087

**GRANTEE:**                             City of Johnson City, Blanco County Texas  
  303 E. Pecan Dr. (physical)  
  P.O. Box 369 (mailing)  
  Johnson City, Texas 78636

**EASEMENT:**                           Public Utility Easement of 10-foot width by 237.65-foot length.

**TEMPORARY EASEMENT:**           Temporary Construction Easement of 40-foot width by 237.65-foot length centered over and running along the Public Utility Easement.

**PROPERTY DESCRIPTION:**       10-foot-wide x 237.65-foot length “Public Utility Easement”, total 0.056 acres more or less, subject to a 40-foot wide “Temporary Construction Easement” centered over the centerline of said Public Utility Easement, and situated in the Joseph Duel Survey No. 172, Abstract No. 147, Blanco County, Texas, being out of a 3.86 acre tract recorded in Document No. 2021-214581, Official Public Records of Blanco County, Texas; said easement property tract, depicted in Exhibit A, and legally described in Exhibit B, both attached hereto and incorporated fully herein.

**GRANT AND CONVEYANCE OF PUBLIC UTILITY EASEMENT:** That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration from Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby GRANT, SELL, AND CONVEY unto Grantee, its successors and assigns, an exclusive and perpetual Public Utility Easement and right-of-way (the “Easement”) of Ten feet (10’) in width and 237.65 feet in length, for the construction and maintenance of a sanitary sewer line and all necessary appurtenances thereto (the “Facilities”) upon, in, on, over, under and across that property owned by Grantor, as depicted in Exhibit C, attached hereto and incorporated fully herein, and situated in the City of Johnson City, for the purposes described herein.

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT:** That Grantor hereby GRANTS to Grantee a Temporary Construction Easement of Forty feet (40’) in width centered over and running 237.65 feet in length along the Public Utility Easement, with rights of ingress and egress

for and during the construction of said Facilities. Such temporary construction easement and attendant rights shall expire and terminate upon completion of construction of said Facilities.

**RESERVATIONS:** That this conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement and appearing of record in the Official Public Records of Blanco County, Texas, to the extent in effect and validly enforceable against the Easement (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in and use of the Easement for the purposes set forth herein. Grantor waives all right to use the surface of the Easement for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement by directional drilling or other means that does not interfere with or disturb the surface of the Easement or Grantee's use of the Easement.

**PURPOSES:** That the Easement and the Temporary Construction Easement shall be used for the purposes of constructing, operating, improving, and maintaining public sanitary sewer utilities as said utilities now exist or shall be hereinafter installed, including all necessary and desirable appurtenances and attachments necessary for its operation.

**CONDITIONS:** Grantee shall have pedestrian and vehicular ingress and egress over, across and upon the Easement and the Temporary Construction Easement for the limited purpose of constructing, improving, reconstructing, upgrading, operating, repairing, inspecting, maintaining, and removing said Facilities, as well as for the purpose of reading meters or performing any act related to the provision of utility service. Grantor agrees that all Facilities or other equipment installed on the Easement at the expense of the Grantee shall remain the property of the Grantee and removable at the option of the Grantee.

After construction of the Facilities, and, at all times after performing any work in connection with the Easement, Grantee will restore the surface of the Easement as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the conditions set forth herein, Grantor reserves the right to the use and enjoyment of the Easement for any and all purposes, provided, however, that such use and enjoyment does not interfere with or prevent the use of Grantee's use of the Easement. Grantor shall not construct or place within the Easement any buildings, structures, improvements, or any shrubs, trees, or other natural growth, or otherwise interfere with the Grantee's use of the Easement, without the prior written consent of Grantee. If Grantor constructs, places, installs, or

permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement, Grantee shall have the right to prevent or remove such obstructions at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns. The Easement and the rights and privileges herein granted are and shall be perpetual, irrevocable, and exclusive to Grantee, its successors and assigns. Grantee may assign, transfer, or otherwise convey this Easement in whole or in part.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to convey the easement tract and to bind Grantor. The Grantor represents that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein.

The individual signing this instrument on behalf of Grantee represents that he/she has the requisite authority to bind Grantee and to accept the Easement.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance. This instrument shall be interpreted and construed in accordance with the laws of the State of Texas. Venue for any suit, action, or proceeding arising out of any controversy of this instrument or the Easement shall be in Blanco County, Texas. In the event of litigation, each party shall be responsible for its own court costs and fees.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

**TO HAVE AND TO HOLD**, subject to the matters set forth herein, the Easement and the Temporary Construction Easement, together with all and singular the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular the Easement and the Temporary Construction Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

*Remainder of page intentionally left blank.*

*Signature pages follow.*

IN WITNESS WHEREOF, executed by Grantor on and effective this the 16<sup>TH</sup> day of MAY, 2023.

**GRANTOR: POLK RANCH HOLDINGS, LLC**  
a Texas Limited Corporation

By: *Ken Polk*  
Name: *Ken Polk*

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on 5/16, 2023 by *Ken Polk*, the *manager* of POLK RANCH HOLDINGS, LLC, on behalf of said limited corporation.

*Patricia Mikla*  
Notary Public, State of Texas



**EXECUTED** by Grantee on the date set forth in the acknowledgment below, but **AGREED to, ACCEPTED, and EFFECTIVE** as of the date executed by Grantor.

**GRANTEE: CITY OF JOHNSON CITY, TEXAS**

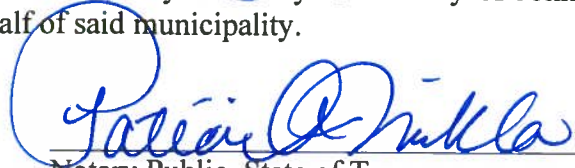
\_\_\_\_\_  
Stephanie Fisher, Mayor

Attest:

\_\_\_\_\_  
Whitney Walston, City Secretary

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on May 16, 2023 by Stephanie Fisher, Mayor, and Whitney Walston, City Secretary of the City of Johnson City, a Texas General Law municipality, on behalf of said municipality.

  
\_\_\_\_\_  
Notary Public, State of Texas



Upon recording:

Return original to:  
City of Johnson City  
P.O. Box 369  
Johnson City, TX 78636

With a copy to:  
Polk Ranch Holdings, LLC  
10652 Tango Road  
Weatherford, TX 76087

**PLEASE MARK THE FOLLOWING PDF EXHIBITS LISTED BELOW AND ATTACH TO THIS DOCUMENT IN THIS ORDER:**

**Exhibit A (This is the document entitled Johnson City Easement 2-21-23 Plat )**

**Exhibit B (This is the document entitled Johnson City Easement 2-21-23 Legal )**

**Exhibit C (This is the document entitled Gandolf Survey Exhibit – Layout 1 )**



**LEGEND**

- 1/2" IRON PIN FOUND (UNLESS NOTED)
- SET 1/2" IRON PIN WITH CUPLIN EASEMENT CAP
- ⊙ 2" IRON PIPE POST FOUND
- ▲ 60D NAIL FOUND
- △ CALC POINT
- ... VOLUME/PAGE
- OFFICIAL PUBLIC RECORDS O.P.R.B.C. BLANCO COUNTY
- ( ) RECORD INFO/SUBJECT

**NOTES:**  
 1) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

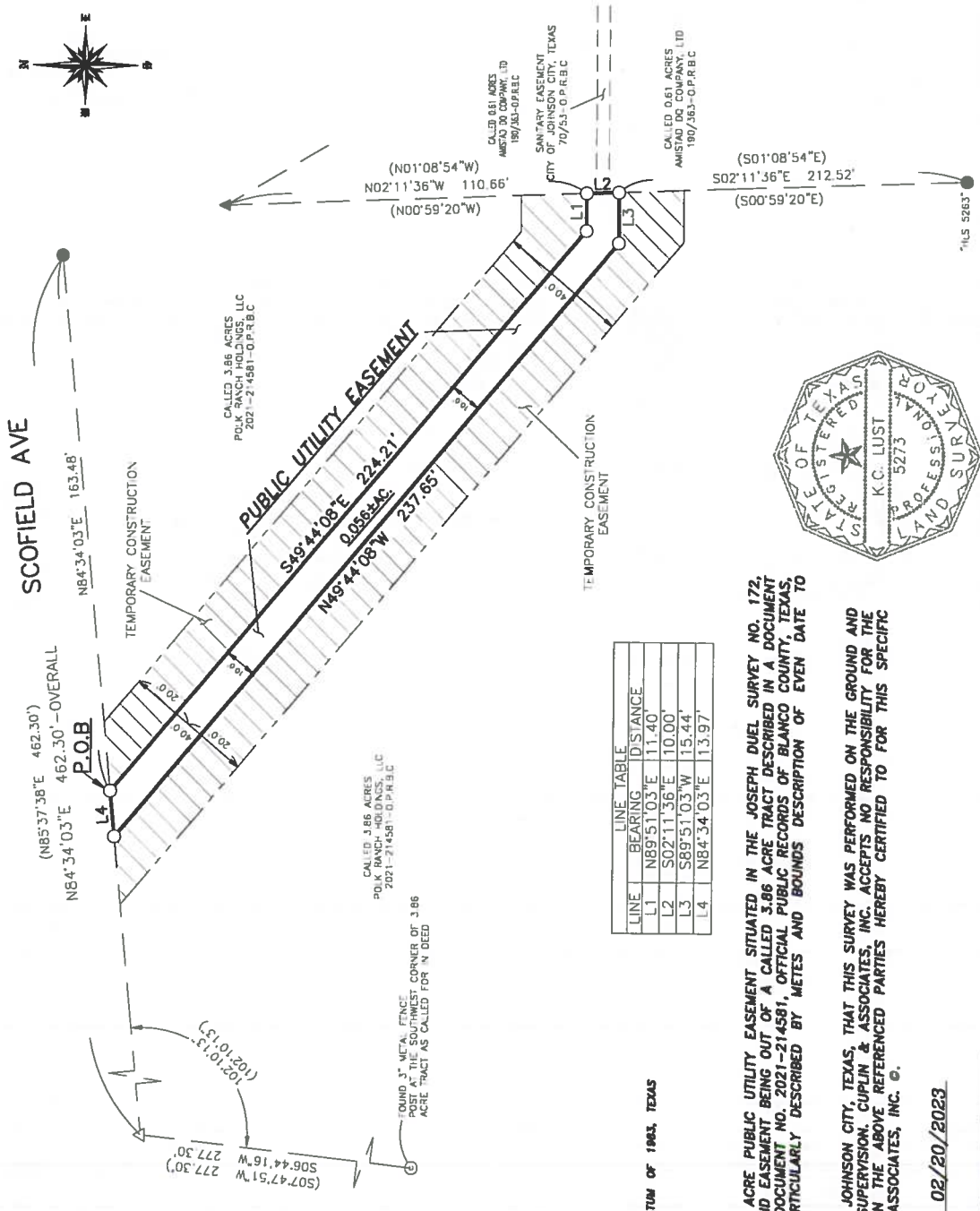
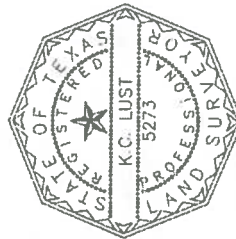
**EASEMENT EXHIBIT**

LEGAL DESCRIPTION: BEING A 10' WIDE, 0.056 ACRE PUBLIC UTILITY EASEMENT SITUATED IN THE JOSEPH DUEL SURVEY NO. 172 ABSTRACT NO. 147, BLANCO COUNTY, TEXAS, SAID EASEMENT BEING OUT OF A CALLED 3.86 ACRE TRACT DESCRIBED IN A DOCUMENT TO POLK RANCH HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021-214581, OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, SAID 0.056 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS SURVEY.

I HEREBY CERTIFY EXCLUSIVELY TO THE CITY OF JOHNSON CITY, TEXAS, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. DATE: FEBRUARY 20, 2023, CUPLIN & ASSOCIATES, INC. ©.

DATED 02/20/2023

K.C. LUST, R.L.S. NO. 5873



REVISIONS		SCALE 1" = 40'	MARBLE FALLS, TX 78654 PH 253-888-3300/330-693-8815 WWW.CUPLINASSOCIATES.COM	PROFESSIONAL FIRM NO. 10128900	
NO.	DATE			APPROVED: K.C. LUST	FIELDWORK PERFORMED ON: 1/4/2023
1				TECH: K.C. LUST	
2				PREPARED FOR: THE CITY OF JOHNSON CITY	

PROJECT NO. 22358  
 SHEET 1 OF 2



Prepared For: City of Johnson City  
Project No. 22358  
Date: 2/20/2023

**BEING A 10' WIDE, 0.056 ACRE PUBLIC UTILITY EASEMENT SITUATED IN THE JOSEPH DUEL SURVEY NO. 172, ABSTRACT NO. 147, BLANCO COUNTY, TEXAS, SAID EASEMENT BEING OUT OF A CALLED 3.86 ACRE TRACT DESCRIBED IN A DOCUMENT TO POLK RANCH HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2021-214581, OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, SAID 0.056 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron pin set with 'CUPLIN' easement cap along the southerly right-of-way line of Scofield Avenue, the northerly line of said 3.86 acre tract, and at the northeasterly corner hereof, whence a 1/2" iron pin found bears North 84°34'03" East, a distance of 163.48' for reference;

**THENCE** over and across said 3.86 acre tract the following courses and distances:

- 1) South 49°44'08" East, a distance of 224.21' to a 1/2" iron pin set with 'CUPLIN' easement cap for an angle point hereof;
- 2) North 89°51'03" East, a distance of 11.40' to a 1/2" iron pin set with 'CUPLIN' easement cap along the westerly line of a called 0.61 acres, described in a document to Amistad DQ Company, LTD, recorded in Volume 190, Page 363 of the Official Public Records of Blanco County, Texas, along the easterly line of said 3.86 acre tract, and at the northeasterly corner hereof;

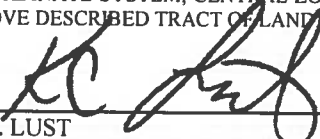
**THENCE** South 02°11'36" East, along the westerly line of said 0.61 acre tract, the easterly line of said 3.86 acre tract, and hereof, a distance of 10.00' to a 1/2" iron pin set with 'CUPLIN' easement cap for the southeasterly corner hereof;

**THENCE** over and across said 3.86 acre tract the following courses and distances:

- 1) South 89°51'03" West, a distance of 15.44' to a 1/2" iron pin set with 'CUPLIN' easement cap for an angle point hereof;
- 2) North 49°44'08" West, a distance of 237.65' to a 1/2" iron pin set with 'CUPLIN' easement cap along the southerly right-of-way line of said Scofield Avenue, the northerly line of said 3.86 acre tract, and at the northwesterly corner hereof;

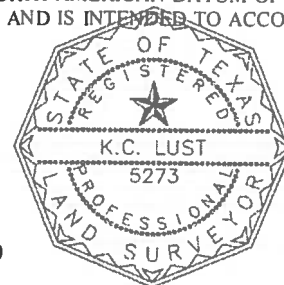
**THENCE** North 84°34'03" East, along the southerly right-of-way line of Scofield Avenue, the northerly line of said 3.86 acre tract, and hereof, a distance of 13.97' to the **POINT OF BEGINNING**, containing 0.056 acres, more or less, said 0.056 acre Public Utility Easement being subject to a temporary construction easement, being 40 feet in width, centered over the centerline of said 10' wide Public Utility Easement.

I HEREBY CERTIFY EXCLUSIVELY TO THE CITY OF JOHNSON CITY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2023, CUPLIN & ASSOCIATES, INC. © BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.



Dated: 02/20/2023

K.C. LUST  
Registered Professional Land Surveyor No. 5273



1500 Ollie Lane, Marble Falls, Texas 78654  
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900  
www.cuplinassociates.com

EASEMENTS, AS LISTED IN SCHEDULE B OF FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE OF NO. 16-136 EFFECTIVE APRIL 7, 2016 AFFECTING THE SUBJECT PROPERTY ARE SHOWN HEREON.

I, RANDALL H. HAMBRIGHT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO ANN M. EDZIEJEWSKI, FIRST AMERICAN TITLE INSURANCE COMPANY, COUNTY-WIDE TITLE COMPANY, AND LENDER THAT I HAVE MADE A SURVEY ON THE GROUND OF THE TRACT SHOWN HEREON AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, VISIBLE UTILITY LINES OR EASEMENTS, KNOWN TO ME EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY.

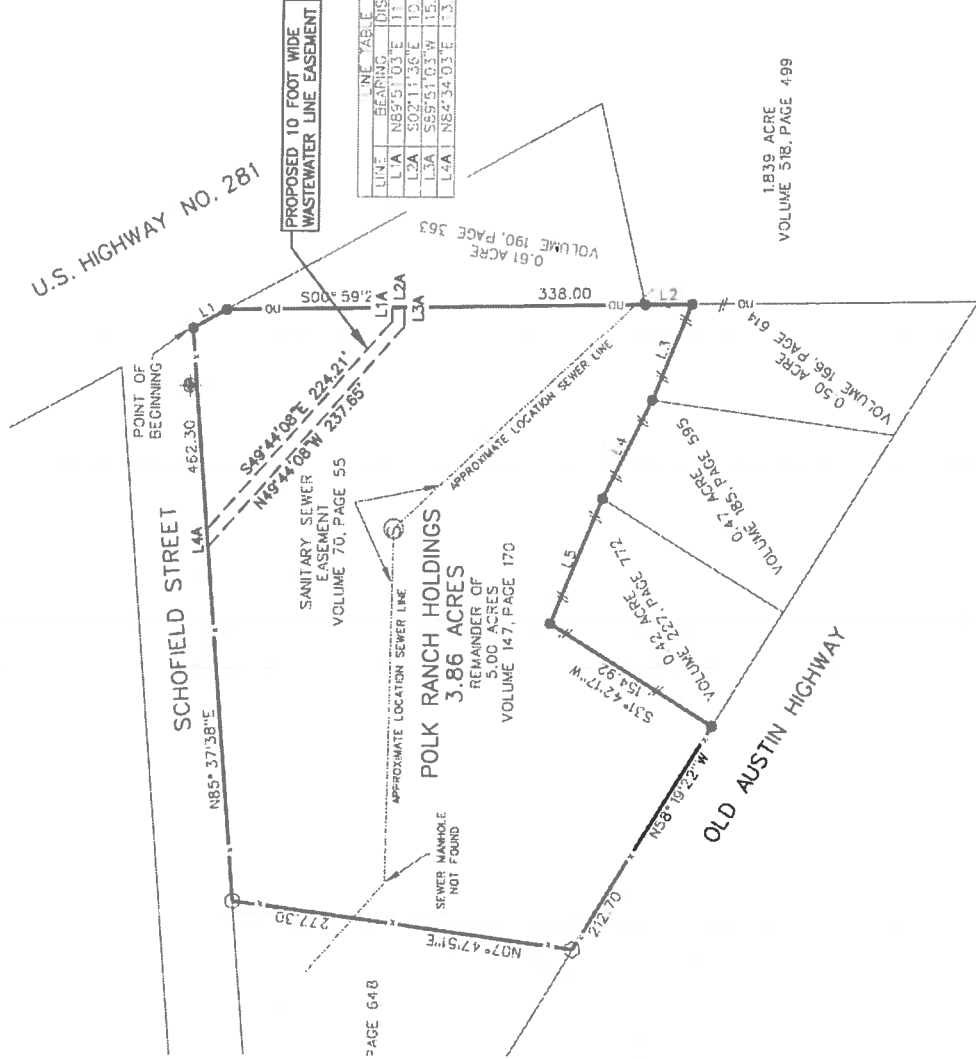
DATE \_\_\_\_\_

RANDALL H. HAMBRIGHT, R.P.L.S. NO. 5263

**LEGEND**

- 1/2" IRON ROD FOUND
- ( ) RECORD INFORMATION
- OU OVERHEAD UTILITIES
- WIRE FENCE
- WOOD FENCE
- 3" METAL FENCE POST
- ⊕ FIRE HYDRANT
- ⊙ SEWER MANHOLE

LINE	BEARING	DISTANCE
L1A	N89°51'03"E	11.40'
L2A	S02°11'36"E	12.00'
L3A	S85°51'03"W	15.44'
L4A	N84°34'03"E	13.97'



Scale: 1" = 100'

3.86 Acres Situated in the  
Joseph Duel Survey no. 172  
Abstract No. 147  
Blanco County Texas

**S.D. KALLMAN, L.P.**  
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