



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Aug 08, 2019 12:03 PM Fee: \$54.00

2019119725

Electronically Recorded

LANDSCAPE AND SIGN EASEMENT AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Landscape Easement Agreement is made effective as of the 7th day of August, 2019, the ("Effective Date") by and among **CALATLANTIC HOMES OF TEXAS, INC.**, a Delaware corporation ("Grantor") and **MALONE PARK COMMUNITY, INC.**, a Texas non-profit corporation ("Grantee") and is as follows:

RECITALS

A. Grantor is the owner of Lot 34, Block E, Malone subdivision, Section One, a subdivision of record in Document No. 201800013 of the Official Public Records of Travis County, Texas (the "**Property**") which is subject to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Malone Park, recorded as Document No. 2018004956 of the Official Public Records of Travis County, Texas, as amended, supplemented, and/or modified (collectively, the "**Declaration**").

B. Grantor desires to grant to Grantee, and Grantee desires to accept, a landscape and sign easement located on the Property.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, for use by Grantee and Grantee's agents, employees, and invitees, an easement upon, across, and over a portion of the Property as more particularly described on Exhibit "A" (the "**Easement Tract**"), attached hereto and incorporated herein for reference, for the purpose of: (i) installing, planting, maintaining, and replacing landscaping (including, without limitation, grass, rocks, shrubs and trees) located on the Easement Tract (the "**Landscaping**"); and (ii) installing, maintaining, repairing, operating, improving and replacing a monument sign located on the Easement Tract (the "**Sign**"), which easement shall be perpetual and non-exclusive, including the right of ingress and egress over and across the Property, but only to the extent necessary and required to utilize the easement reserved hereunder and provided further that no right of ingress and egress is granted over and across any part of any residence located on the Property. Once installed, Grantor and Grantor's successors and assigns may not use the Easement Tract in any manner which interferes with the Landscaping or Sign. Grantee shall maintain the Landscaping, Sign and associated Improvements located within the Easement Tract in good and attractive condition and repair as determined from time to time by the Board. In the event Grantee damages any portion of the

Property, or any improvements located thereon, in exercising the easement granted hereunder, Grantee will be required to restore the damage to the condition which existed prior to any such damage, at Grantee's sole cost and expense, which damage shall be repaired within a reasonable period of time not to exceed thirty (30) days. The easement reserved herein, and Grantee's use of the Easement Tract, is made subject to all presently recorded or validly existing easements, rights-of-way, and other existing instruments affecting the same.

2. **No Liability.** Grantor shall not be liable to Grantee for any loss or damage to property or any injuries to or death of any person occurring as a result of use of the Easement Tract by Grantee, unless directly caused by the gross negligence or willful misconduct of Grantor.

3. **Notices.** All notices required or permitted hereunder shall be in writing and sent to a party by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered upon deposit, postage prepaid in the United States Mail, (b) overnight delivery using a nationally or regionally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, or (c) personal delivery to such party.

4. **Governing Law.** This Agreement shall be governed by the laws of the state of Texas. Venue for any action brought in connection with this Agreement shall be in Travis County, Texas.

5. **Binding Effect.** The terms, covenants and conditions herein shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of each of the parties hereto.

6. **Severability.** If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

GRANTEE:

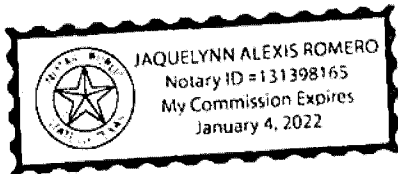
MALONE PARK COMMUNITY, INC.,
a Texas non-profit corporation

By: Kathy Frazier
Name: Kathy Frazier
Title: Director

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 7 day of August, 2019, by Kathy Frazier, Director of MALONE PARK COMMUNITY, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



Jaquelynn Alexis Romero
Notary Public Signature

GRANTOR:

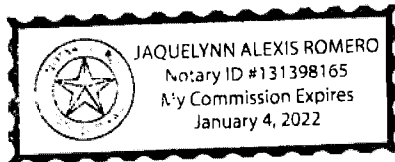
CALATLANTIC HOMES OF TEXAS, INC.,
a Delaware corporation

By: [Signature]
Printed Name: Michael Thomas
Title: Finance Manager

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 7 day of August, 2019, by Michael Thomas Finance Manager of CALATLANTIC HOMES OF TEXAS, INC., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public Signature

EXHIBIT "A"

0.0260 Acre
Page 1 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
March 18, 2019

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.0260 acre situated in the Stephen F. Slaughter Survey No. 1, Abstract No. 20, Travis County, Texas, being a portion of Lot 34, Block "E", Malone Subdivision, Section One, recorded in Document No. 201800013 of the Official Public Records of Travis County, Texas; said 0.0260 acre area is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found on the westerly right-of-way line of said Bilbrook Place, being the southeast return corner of said Samson Drive and the northeast corner of Lot 34, Block "E", of said Malone Subdivision, Section One, from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast return corner of said Samson Drive, being on the east line of Lot 3, Block "C" of said Malone Subdivision, Section One and a point on the westerly right-of-way line of said Bilbrook Place, bears N09°43'23"W, a chord distance of 76.03 feet;

THENCE, leaving the southerly right-of-way line of Samson Drive, with the common westerly right-of-way line of said Bilbrook Place and east line of said Lot 34, Block "E", with a curve to the left, having a central angle of 03°27'05", a radius of 332.06 feet, a chord distance of 20.00 feet (chord bears S18°01'22"E), for an arc distance of 20.00 feet to a calculated angle point from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the southeast corner of said Lot 34, Block "E", bears S22°04'32"E, a chord distance of 26.96 feet;

THENCE, leaving the westerly right-of-way line of said Bilbrook Place, across said Lot 34, Block "E", for the following five (5) courses:

- 1) N65°21'07"W, 40.00 feet to a calculated angle point;
- 2) S78°25'11"W, 32.00 feet to a calculated angle point;
- 3) N85°24'34"W, 8.98 feet to a calculated angle point;
- 4) S78°25'11"W, 18.00 feet to a calculated angel point
- 5) N11°34'49"W, 7.50 feet to a calculated angle point on the southerly right-of-way line of said Samson Drive on the north line of aforesaid Lot 34, Block "E" from which a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the return corner on the north line of said Lot 34, Block "E", bears S78°25'11"W, 5.00 feet;

0.0260 Acre
Page 2 of 4

Stephen F. Slaughter Survey No. 1, Abst. No. 20
Project No. 16504.70
March 18, 2019

THENCE, with the south right-of-way line of Samson Drive and north line of said Lot 34, Block "E", for the following two (2) courses:

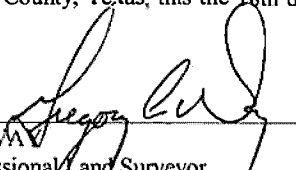
- 1) N78°25'11"E, 73.69 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the right;
- 2) With a curve to the right, having a central angle of 85°16'59", a radius of 15.00 feet, a long chord of 20.32 feet (chord bears S58°56'19"E), for an arc distance of 22.33 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.0260 acres of land area.

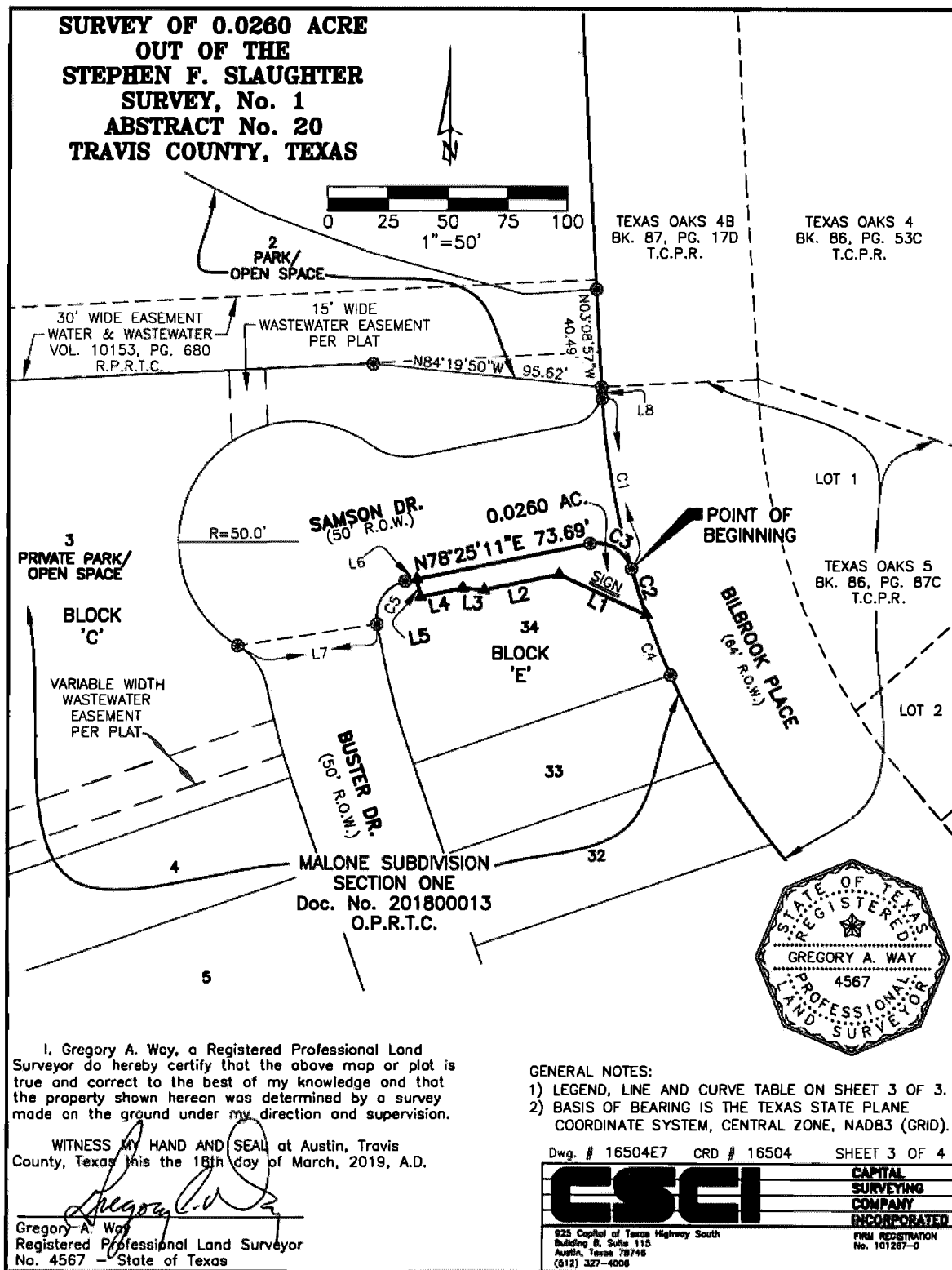
Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 18th day of March, 2019.




GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas



**SURVEY OF 0.0260 ACRE
OUT OF THE
STEPHEN F. SLAUGHTER
SURVEY, No. 1
ABSTRACT No. 20
TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	13°08'53"	332.06'	76.20'	76.03'	S09°43'23"E
C2	03°27'05"	332.06'	20.00'	20.00'	S18°01'22"E
C3	85°16'59"	15.00'	22.33'	20.32'	S58°56'19"E
C4	04°39'14"	332.06'	26.97'	26.96'	S22°04'32"E
C5	90°00'00"	15.00'	23.56'	21.21'	S33°25'11"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°21'07"W	40.00'
L2	S78°25'11"W	32.00'
L3	N85°24'34"W	8.98'
L4	S78°25'11"W	18.00'
L5	N11°34'49"E	7.50'
L6	S78°25'11"W	5.00'
L7	N81°06'05"E	58.40'
L8	S03°08'57"E	0.58'

LEGEND

O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
T.C.P.R. TRAVIS COUNTY PLAT RECORDS
() RECORD INFORMATION
⊗ 1/2" IRON ROD FOUND WITH PLASTIC CAP
MARKED "CAPITAL SURVEYING CO. INC."
▲ CALCULATED POINT

Dwg. # 16504e2 CRD # 16504 SHEET 4 OF 4

ESCI

825 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78748
(512) 327-4008

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101287-0