

## **RESOLUTION NO. 25-2151**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE RELEASE OF A UTILITY EASEMENT AND A PORTION OF A DRAINAGE EASEMENT LOCATED AT THE REAR OF THE PROPERTY LOCATED AT 3002 CONSTITUTION DRIVE, LEGALLY DESCRIBED AS LOT 6097, HIGHLAND LAKES ESTATES, SECTION 6, A SUBDIVISION RECORDED IN VOLUME 51, PAGE 76, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; RETAINING A FIVE (5) FOOT DRAINAGE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, Peggy Moehle ("Owner") is the owner of Lot 6097, Highland Lakes Estates, Section 6, a subdivision recorded in Volume 51, Page 76, Plat Records of Travis County, Texas, also known as 3002 Constitution Drive, Lago Vista, Texas ("Property"); and

**WHEREAS**, a utility easement and a drainage easement were previously dedicated along the rear of the Property as shown on the recorded plat; and

**WHEREAS**, the Owner has requested that the City of Lago Vista release the utility easement and a portion of the drainage easement at the rear of the Property; and

**WHEREAS**, City staff has reviewed the request and has determined that the utility easement is no longer necessary, and that the City may release all but a five (5) foot portion of the existing drainage easement to maintain proper drainage; and

**WHEREAS**, the City Council finds that the release of the requested easements, subject to the retention of a five (5) foot drainage easement, will not adversely affect the public interest and is in the best interest of the City of Lago Vista.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:**

1. The City of Lago Vista hereby approves the release of the utility easement and all but five (5) feet of the drainage easement located along the rear of Lot 6097, Highland Lakes Estates, Section 6, recorded in Volume 51, Page 76, Plat Records of Travis County, Texas.
2. The City of Lago Vista shall retain a five (5) foot drainage easement along the rear of the Property to ensure continued drainage needs are met.
3. The City Manager is hereby authorized to execute any documents necessary to effectuate the release of said easements consistent with this Resolution.
4. This Resolution shall take effect immediately upon its passage.

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**PASSED AND APPROVED this 25th day of September, 2025.**

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**CITY OF LAGO VISTA, TEXAS**

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

**Kevin Sullivan, Mayor**

ATTEST:

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

**Robin Smith, City Secretary**



On a motion by Mayor, Kevin Sullivan and seconded by Councilor Paul Roberts, the above foregoing instrument was approved on 09-25-2025.



## Development Services

5803 Thunderbird Street  
Lago Vista, TX 78645

PO Box 4727

Office: 512-267-5259

E-mail: development@Lagovistatexas.gov

### Application for Vacation of Easement

Application is hereby made for the release of the following easement(s) as described below (please print): The easement is on property legally described as:

Subdivision: Highland Lake Estates Section: 6 Block: \_\_\_\_\_

Lot Numbers: 6097

Street Address: 3002 Constitution Dr.

As recorded in Volume 51, Page 76, of the Plat Records of Travis County, Texas.

Provide common description of the easement requested for release, indicating the amount of the easement to be released (Ex: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).

Easement runs through middle of backyard. Full easement release needed.

Reason for requesting release: (Ex: Single Family Residence, Accessory Building, etc.)

Installing swimming pool.

[Please note: If multiple owners are making this request, complete name/address/phone must be provided for all.]

Property owner's name(s): Peggy Moehle

Mailing address: 3002 Constitution Dr. Lago Vista Texas 78645  
Number & Street City State Zip code

Phone: (361) 548-6836 ( ) Email: roosmoehle@yahoo.com  
Daytime Cell

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with the procedure for requesting release of easements established by each utility provider. It is further understood that acceptance of this application does not obligate the Utility Provider to release the subject easement.

Jason Scisla  
Signature of Applicant/Agent

8/1/25  
Date

I authorize the following person/company to act on my behalf as my designated agent.

Name of agent/company: Aruba Pools Inc. Jason Scisla  
Name of Company Name of Contact

Phone Numbers: (512) 900-0902 ( ) Email: aruba.pools@yahoo.com  
Daytime Cell

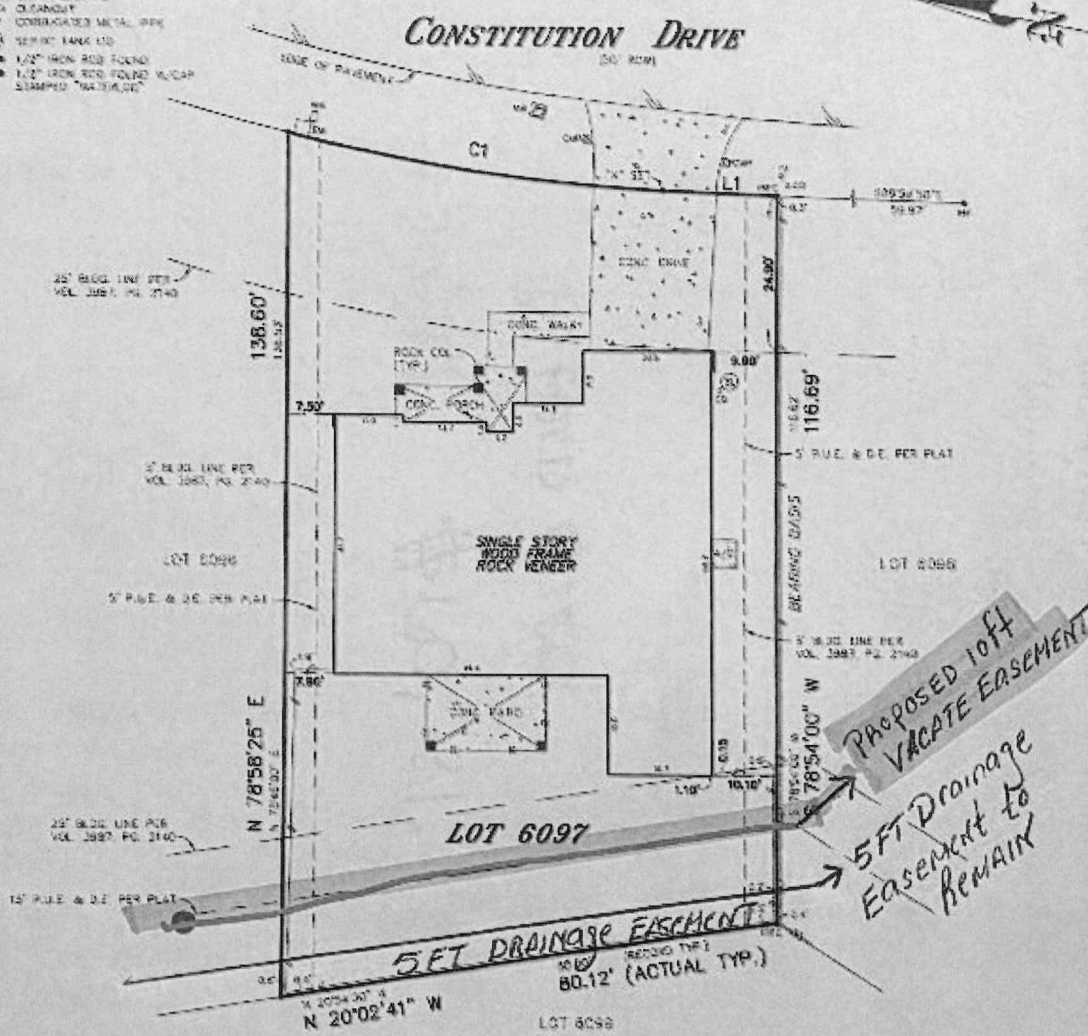
Paul Sa  
Signature of Applicant/Agent

8/1/25  
Date

# LEGEND

- IRON FENCE
- WOOD FENCE
- METAL RAIL
- WOOD SAWBON
- WATER WELLS
- ELECTRIC METER
- DATA PESTEL
- CLEANOUT
- CORRUGATED METAL PIPE
- 12" IRON ROD FOUND
- 1/2" IRON ROD FOUND W/CAP
- STAMPED "WATERLOO"

LINE NO.	BEARING & DISTANCE	CURVE NO.	RADIUS	C-4200 BEARING	C-4200 ARC
L1	ACTUAL S 08°59'50" E 18.34'	C1	301.84'	ACTUAL S 02°51'34" E 51.23'	51.24'
	RECORD S 08°59'50" E 18.34'			RECORD S 05°10'00" E 61.29'	51.40'



PROPERTY SUBJECT TO RESTRICTIVE COVENANTS AND EASEMENT RIGHTS RECORDED IN VOL. 31, PG. 76, PLAT RECORDS VOL. 3987, PG. 2140, DEED RECORDS, DOC. NO. 200008339, DOC. NO. 2000054002, DOC. NO. 2006077103, DOC. NO. 2007017127, DOC. NO. 2007198309, DOC. NO. 2008179771, DOC. NO. 2009138424, DOC. NO. 2011186262, DOC. NO. 2011186268, DOC. NO. 2011186263, DOC. NO. 2011186270, DOC. NO. 2011186271, DOC. NO. 2011186272, DOC. NO. 2012073724, DOC. NO. 2014072863, DOC. NO. 2016010594, DOC. NO. 2017070662, DOC. NO. 2021239643, DOC. NO. 2022022868, DOC. NO. 2022103743, DOC. NO. 2023094841, DOC. NO. 2023094843, DOC. NO. 2023139139 AND DOC. NO. 2024021361, OFFICIAL PUBLIC RECORDS.

PROPERTY SUBJECT TO BLANKET ELECTRIC TRANS. & DISM. LINE EASEMENT GRANTED TO L.C.R.A. RECORDED IN VOL. 1169, PG. 39, DEED RECORDS.

PROPERTY SUBJECT TO BLANKET ELEC./TELE. TRANS. & DISM. LINE EASEMENTS GRANTED TO P.E.C. INC. RECORDED IN VOL. 1393, PG. 1678 AND VOL. 4133, PG. 1463, DEED RECORDS.

OVERFLOW/FOUNDATION EASEMENTS RECORDED IN VOL. 1169, PG. 39 AND VOL. 3987, PG. 2140, DEED RECORDS, DO NOT TRAVERSE THE PROPERTY.

## PLAT OF SURVEY

Survey No. **25108**

SCALE: 1" = 20'

or 2541-125244

Said lot is in Zone X, as identified by the Federal Emergency Management Agency as Community Panel No. 46453C 0213, Date: MAY 22, 2020

LOT NO. 6097 BLOCK NO. -

ADDITION OR SUBDIVISION HIGHLAND LANE ESTATE SECTION SIX, VOLUME 51, PAGE 76, PLAT RECORDS  
 STREET ADDRESS 1002 CONSTITUTION DRIVE CITY LAZO, TEXAS COUNTY WARRANT  
 SURVEY FOR N.A.A.S. NATIONAL TITLE CO. INSTRUMENT PERMIT MODEL  
 BY FIRST AMERICAN TITLE GUARANTEE COMPANY

STATE OF TEXAS COUNTY OF LAZO  
 I HEREBY CERTIFY THAT THE ABOVE SURVEY WAS MADE THIS DAY ON THE GROUNDS AND IN VIEW AND CONFORMITY AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCUMBRANCES, ADVERSE UTILITY LINES OR RIGHTS IN PLACE EXCEPT AS SHOWN HEREON AND THIS PROPERTY HAS ACCESS TO A PUBLIC HIGHWAY, STREET AT SHOWN HEREON.

SNS ENGINEERING, INC.

12885 US Highway 183 North, Suite 101-B  
 Austin, Texas 78750

(512) 335-3944 • (512) 250-8685 (Fax) *JM*

122/70, DC

All corners are 1/2-inch iron rod found unless otherwise noted. To the best of my skill and the best of the premises surveyed.



*Charles H. Bradford*  
 Date: 05-21-2025

RELEASE OF INTEREST IN PUBLIC UTILITY EASEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS       §

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, pursuant to that plat with respect to Highland Lake Estates, Section 6, dated as of October 15, 1970 recorded in Volume 51, Page 76, in the Official Public Records of Travis County, Texas, the plat provided for certain public utility easements; and,

**WHEREAS**, Peggy Moehle, current owner of Lot 6097 of Highland Lake Estates, Section 6, Subdivision desires that the public utility easement affecting the property as described herein and on the attached **Exhibit A**, be fully released and abandoned; and,

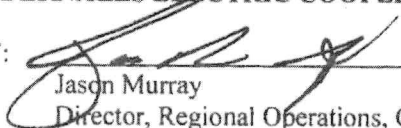
**NOW, THEREFORE**, be it known that Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation ("PEC") whose mailing address is P.O. Box 1, Johnson City, Texas, 78636, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby FULLY RELEASE its interest in the public utility easements as described on the attached **Exhibit A**, and referred to hereinabove.

Nothing herein shall be construed as an amendment, modification, release or abandonment of any other transmission or distribution easement granted to PEC.

EXECUTED: July 24, 2025

**PEDERNALES ELECTRIC COOPERATIVE, INC.**

BY:

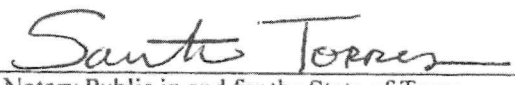
  
Jason Murray

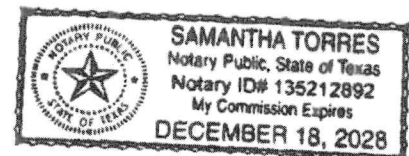
Director, Regional Operations, Cedar Park District

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Murray, Director of Regional Operations, Cedar Park District, of Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

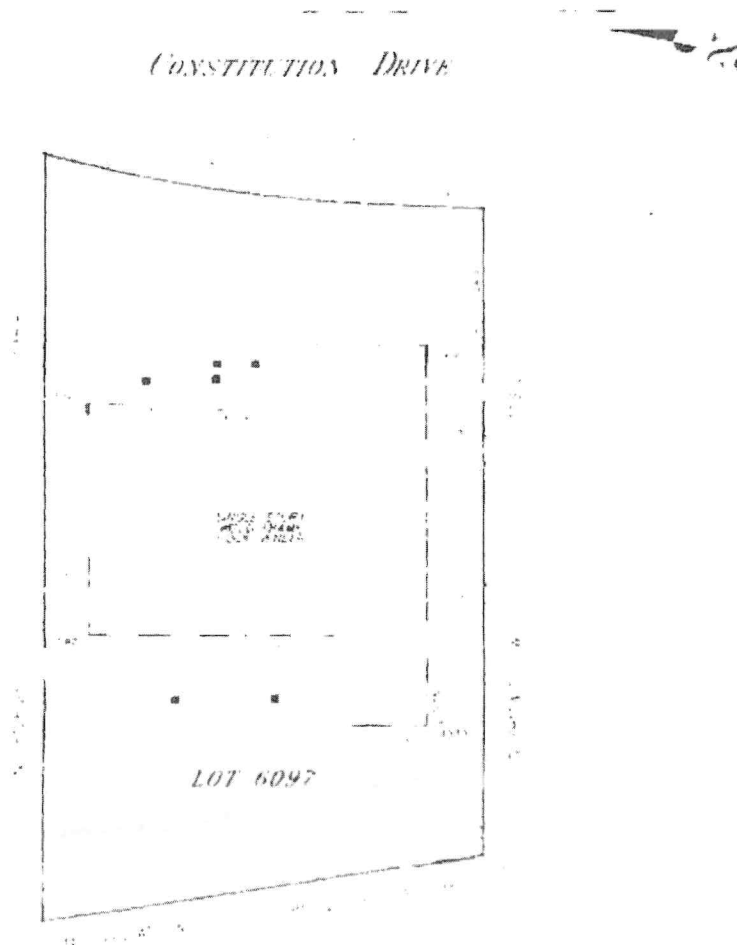
GIVEN UNDER MY HAND AND SEAL OF OFFICE on July 24, 2025.

  
Notary Public in and for the State of Texas



**EXHIBIT A**  
**Public Utility Easement Interest to be Released**

That certain portion of the public utility easement described as the 15-foot rear lot line of Lot 6097 of Highland Lake Estates Subdivision, Section 6.



**Disclaimer: This Exhibit is for informational purposes only and does not represent an on-the-ground survey and was not prepared for or suitable for legal, engineering, or surveying purposes.**



810 W. Howard Lane Suite 100  
512-808-9836 (Erich Westphal)

Austin, TX 78753  
Erich.Westphal@charter.com

**EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY**

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: **HIGHLAND LAKE ESTATES SEC 6**

Lot and Block Numbers: **LOT 6097**

Street Address: **3002 CONSTITUTION DR, TX 78645**

Property Owner: **MOEHLE PEGGY**

**STATEMENT**

  X   Charter Communications **does not** have a need for an easement on the property as described in the accompanying document.

       Charter Communications **does** have a need for an easement on the property as described in the accompanying document.

Charter Communications

Construction Coordinator II

Title

Erich Westphal

Print Name

Erich Westphal

Signature

State of Texas County of Travis

This instrument was acknowledged before me on \_\_\_\_\_

By \_\_\_\_\_  
Notary Public



**PROPERTY TAX DISCLOSURE  
SELLER SIGNATURE**

\_\_\_\_\_  
Akbar Sahrapour

\_\_\_\_\_  
Maryam Ebrahimi

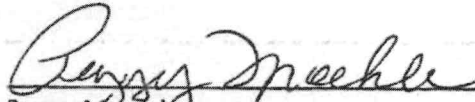
State of Texas

County of Travis

This instrument was acknowledged before me on May 5, 2025, by Akbar Sahrapour and Maryam Ebrahimi.

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

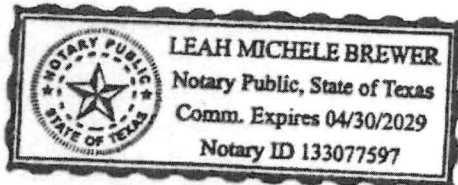
**PROPERTY TAX DISCLOSURE  
BUYER SIGNATURE**

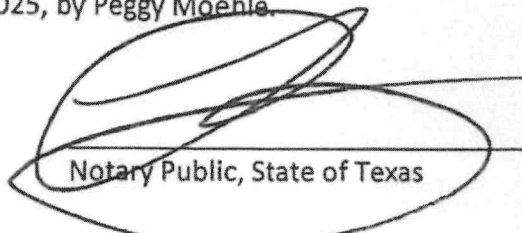
  
Peggy Moehle

State of Texas

County of Travis

This instrument was acknowledged before me on May 5, 2025, by Peggy Moehle.



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

# PROPERTY TAX DISCLOSURE

FILE NO.: TFA1-105244  
SELLER (whether one or more) Akbar Sahrapour and Maryam Ebrahimi  
BUYER (whether one or more) Peggy Moehle  
PROPERTY: 3002 Constitution Drive, Lago Vista, TX 78645

In accordance with the contract pertaining to the above referenced transaction, and excepting properties in Travis County which may not have current year data available, the property taxes for the current year have been prorated between BUYER and SELLER. BUYER and SELLER each acknowledge and understand that these prorations are based upon the most current tax information available to Texas National Title, Inc.. As of the date of your closing, the most current information available was (check one):

X (a) Last year's actual taxes  
Last Year's Taxes: \$11,496.31  
(b) The most current appraised value available and the most current tax rate available, or

Current Available Value	Taxing Authority	Current Available Tax Rate	Tax Per Taxing Authority
TOTAL ESTIMATED TAX		\$11,496.31	

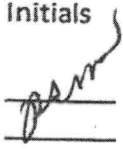
(c) The current year's actual taxes. \$11,496.31

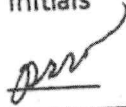
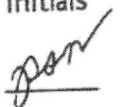
By initialing below, the parties hereby acknowledge their understanding of the proration calculations used on the above referenced file.

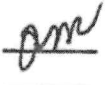
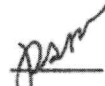
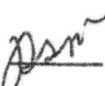
SELLER INITIALS \_\_\_\_\_

BUYER INITIALS  \_\_\_\_\_

Additionally, by initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Texas National Title, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

<b>Buyer's Initials</b> 	<b>1) EXEMPTIONS.</b> The undersigned parties hereby confirm that they have been made aware of the tax exemptions that are currently applied against the subject property, which include:	
	<input checked="" type="checkbox"/> Over 65	<input type="checkbox"/> Disabled
	<input checked="" type="checkbox"/> Homestead	<input type="checkbox"/> Agricultural
	<input type="checkbox"/> Other: (list all that apply)	
The undersigned parties hereby acknowledge that they have been informed that we must apply for our own exemptions that may be available to us. Furthermore, we are aware that when these exemptions are removed, our tax bill will increase and our reserve account, if any, could be adjusted accordingly by the lender.		

Seller's Initials  	Buyer's Initials 	<b>6) SUPPLEMENTAL PROPERTY TAXES</b> Buyer and Seller herein acknowledge that there may be supplemental and/or additional taxes which may be assessed by the applicable taxing authority against the subject property by reason of change in ownership and/or completion of construction of improvements. <del>TITLE COMPANY shall not be responsible for any</del> supplemental taxes assessed after the close of escrow. TITLE COMPANY shall also not be responsible for, or liable for payment, adjustment or proration of supplemental taxes assessed prior to close of escrow, unless said supplemental tax assessments are specifically reflected on the Tax Collector's rolls, or Seller provides any supplemental tax bills to Escrow Holder with an explanation of time periods covered by the tax bill(s) for proration purposes. All assessments not shown on the tax rolls, nor specifically disclosed to TITLE COMPANY in writing are to be adjusted by the parties outside of escrow without liability to TITLE COMPANY. Notwithstanding the foregoing, under no circumstances shall TITLE COMPANY be concerned with, or responsible for identifying, determining or paying the amount of any supplemental assessment(s).
Seller's Initials  	Buyer's Initials 	<b>7) COUNTY UPDATE NOTICE</b> Each county updates the ownership records at different times in the year. The county does not normally update as soon as the deed is recorded and many only update once annually. This can mean that a search of the tax records may not reflect the Buyer's name immediately post-closing and updates could be later in the year or the beginning of the following year. This may also mean that if the Tax Assessor does not update the records prior to issuing tax bills the tax bill may not be sent to the current owner at the time of issuance.  <b>SELLER</b> SELLER has been made aware that SELLER may receive the tax bill for a property that has been sold. Seller will need to forward the tax bill to the buyer for payment. Their address can be found on the Warranty Deed document provided in the copy package.  <b>BUYER</b> BUYER has been made aware that they may need to obtain a copy of the tax bill and send it to their lender. For any cash buyers or buyers that did not escrow Buyer has been made aware that they will need to contact the Tax Assessor before the end of the year to get the tax bill.

Seller's Initials  		2) <b>SELLER'S WARRANTY.</b> SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.
	Buyer's Initials  	3) <b>BUYER RESPONSIBLE.</b> BUYER hereby understands and agrees that they are responsible for the taxes for the entire year when the taxes become due and payable. BUYER further understands that they should receive a tax bill from the taxing authority. If the taxing authority fails to mail the tax bill to the buyer's address of record BUYER understands that they are responsible for payment of the tax bill, irrespective of their actual receipt of the invoice. BUYER agrees to contact the tax office directly if a tax bill has not been received by November 1st of this year.
Seller's Initials  	Buyer's Initials  	4) <b>AGREEMENT OF THE PARTIES.</b> TITLE COMPANY has prorated taxes on real property based on the latest figures available from the Tax Collector as of close of escrow. Assessments neither shown on the Collector's tax rolls as of close of escrow, nor specifically disclosed to Escrow Holder in writing prior to close of escrow are to be adjusted by the parties outside of escrow without liability to TITLE COMPANY. Any funds returned to TITLE COMPANY after close of escrow will be returned to the party against whom payment was charged, and any adjustments will be made by the parties outside of escrow without liability to TITLE COMPANY.  BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable, if an adjustment is required the parties agree that they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.
	Buyer's Initials  	5) <b>TAX RENDITION AND EXEMPTIONS.</b> Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over 65).  It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.  Furthermore, it is the BUYER'S responsibility to provide the Warranty Deed to the taxing authority in order to properly set up their account with the taxing authority. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.