

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (this “*Assignment*”) is made by and between **The City of Manor, Texas**, a Texas home rule municipal corporation (“*Assignor*”) and the **Texas Department of Transportation**, on behalf of the **State of Texas** (“*Assignee*”).

RECITALS:

A. Assignor, as Grantee, and Peter A. Dwyer, as Grantor, executed that certain Drainage Easement dated April 11, 2023, recorded under Document No. 2023058703, Official Public Records of Travis County, Texas (the “*Drainage Easement*”), a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

B. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor’s rights, title, and interest in, to, and under the Drainage Easement.

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 are hereby acknowledged and confessed, Assignor and Assignee agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor’s rights, title, and interest in and to the Drainage Easement, free and clear of any liens, security interests, and encumbrances.

2. Assignee, by its execution and acceptance hereof, does hereby assume and agree to perform all obligations required to be performed by Assignor in connection with the Drainage Easement. As a result of this Assignment, Assignee and Assignee’s employees, agents, and contractors shall have the right to use the Drainage Easement in accordance with the terms and conditions of the Drainage Easement.

3. Each party agrees that it will without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Assignment.

4. All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

5. To facilitate execution, this Assignment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment, on the dates set forth below.

ASSIGNOR:

City of Manor,
a Texas municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2024, personally appeared Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, as Assignor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL]

Notary Public ☆ State of Texas

[ASSIGNEE’S SIGNATURE ON FOLLOWING PAGE]

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ASSIGNEE:

Texas Department of Transportation
(on behalf of the State of Texas)

By: _____
Marc D. Williams, Executive Director

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned authority, on this the ____ day of _____, 2024, by Marc D. Williams, Executive Director of the Texas Department of Transportation, in the capacity stated and as the act and deed of the Texas Department of Transportation on behalf of the State of Texas.

[SEAL]

Notary Public ★ State of Texas

After Recording, Please Return To:

City of Manor, Texas
ATTN: CITY SECRETARY
105 E. Eggleton Street
Manor, Texas 78653

EXHIBIT "A"

[Attached]