

**CONSERVATION EASEMENT**  
**(13.791 Acres)**

**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 DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

THAT **PLACEMKR OLD HIGHWAY 20, LLC**, a Texas limited liability company ("Grantor"), 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, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **CITY OF MANOR**, a Texas home-rule municipality, situated in Travis County, Texas ("Grantee"), its successors and assigns, a permanent, non-exclusive and perpetual conservation easement (the "Easement") for the purposes of protecting and preserving the Easement Property's (as hereinafter defined) natural resource and watershed values, wildlife and biodiversity (collectively, the "Conservation Purposes"). Subject to Grantor's reservations herein, any activity on or use of the Easement Property inconsistent with the Conservation Purposes is prohibited.

Grantor reserves to itself, and to its successors and assigns the right to install, maintain, repair, relocate, replace, remove, modify, improve, and operate (i) trails (paved or non-paved), park-style improvements, hardscape, irrigation systems, and related facilities and appurtenances thereto, and (ii) landscaping, including, without limitation, new and existing natural habitat, trees and shrubbery across, along, under, over, upon, and through that certain tract of land depicted in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Property"), as Grantor may from time to time require and may engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to use the Easement Property for Conservation Purposes. Grantee shall have the right, but not the obligation to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Property, and the right to bring and operate such equipment on the Easement Property as may be necessary, requisite, convenient, or appropriate to effectuate the Conservation Purposes for which the Easement is granted. However, the easement rights of Grantee as stated herein are expressly subject to the reserved rights of Grantor as hereinafter set forth.

The parties acknowledge that (i) Grantor or its successors in title intend to develop the remainder of Grantor's tract adjacent to the Easement Property (the "Remainder Tract"), (ii) that access to the Remainder Tract and any development projects located therein for vehicular and pedestrian purposes from the public right of ways serving Grantor's development site may cross the Easement Property, and (iii) some, if not all, public utility services to Grantor's development site may also cross the Easement Property. In that regard Grantor expressly reserves the right to the use and enjoyment of the Easement Property as reasonably necessary to facilitate such development and use of the Remainder Tract; provided, however, that such use and enjoyment of the Easement Property by Grantor shall be conducted so as to not unreasonably interfere with or restrict the use and enjoyment of the Easement by Grantee or its successors and assigns for the Conservation Purposes set forth herein. Grantee acknowledges and agrees that Grantor, its successors and assigns, shall have the right to construct or install, and allow others to construct or install, driveways and underground utility service lines, and any monument and/or directional signage consistent

with any applicable restrictive covenants, lighting, drainage facilities or other appurtenances relating thereto, across the Easement Property at such locations as Grantee may designate as necessary or convenient to serve the Remainder Tract's development. Further, Grantor may grant other easements within the Easement Property to utility providers and others for the purpose of providing access and services to the Remainder Tract's development project; provided, however, Grantor agrees to notify Grantee in writing at least 30 calendar days prior to exercising any such rights relating to the construction, installation or replacement of any such permitted improvements within the Easement Property. The Grantee's easement rights provided for in the preceding paragraph within the Easement Property are expressly subject to the retained rights of Grantor as set forth in this paragraph and Grantee may not damage or obstruct any such driveways, utility connections or other permitted improvements that Grantor may place within the Easement Property.

This conveyance is made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property (the "Permitted Encumbrances"). Any mortgage or security interest hereafter encumbering the Easement Property shall be and at all times remain subordinate to the Easement.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, 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 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 by, through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

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. It is agreed and acknowledged that Grantee will not assign its rights, title and interest to this Easement to any third party unless such third party is an eligible donee within the meaning of section 170(h) of the Internal Revenue Code and the applicable Treasury Regulations promulgated thereunder and such eligible donee agrees in writing to carry out all of the obligations and specified Conservation Purposes of the Easement as a condition of such assignment. No such assignment shall require consent of the Grantor. It is further agreed and acknowledged that, prior to the transfer of any interest in the Easement Property by Grantor, Grantor shall provide notice to Grantee and shall authorize Grantee to contact any third party to whom any interest in the Easement Property may be transferred to discuss this Easement or the Conservation Purposes.

Neither party's failure to insist on strict performance in any part of this Easement shall be construed as a waiver of the performance in any other instance.

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.

Grantee's address is 105 E. Eggleston Street, Manor, Travis County, Texas 78653.

When the context requires, singular nouns and pronouns include the plural.

*[signature pages follow]*

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**PLACEMKR OLD HIGHWAY 20, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Christopher Cortese, Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS

ss.

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_ of \_\_\_\_\_, 2024, by Christopher Cortese, Manager of PlaceMKR Old Highway 20, LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public – State of Texas

AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Grantee.

**GRANTEE:**

**CITY OF MANOR**, a Texas home-rule municipality

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

Name: Dr. Christopher Harvey

Title: Mayor

**ACKNOWLEDGMENT**

STATE OF TEXAS

ss.

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Christopher Harvey, as Mayor of the City of Manor, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said entity.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Attachments:**

Exhibit A - Easement Property

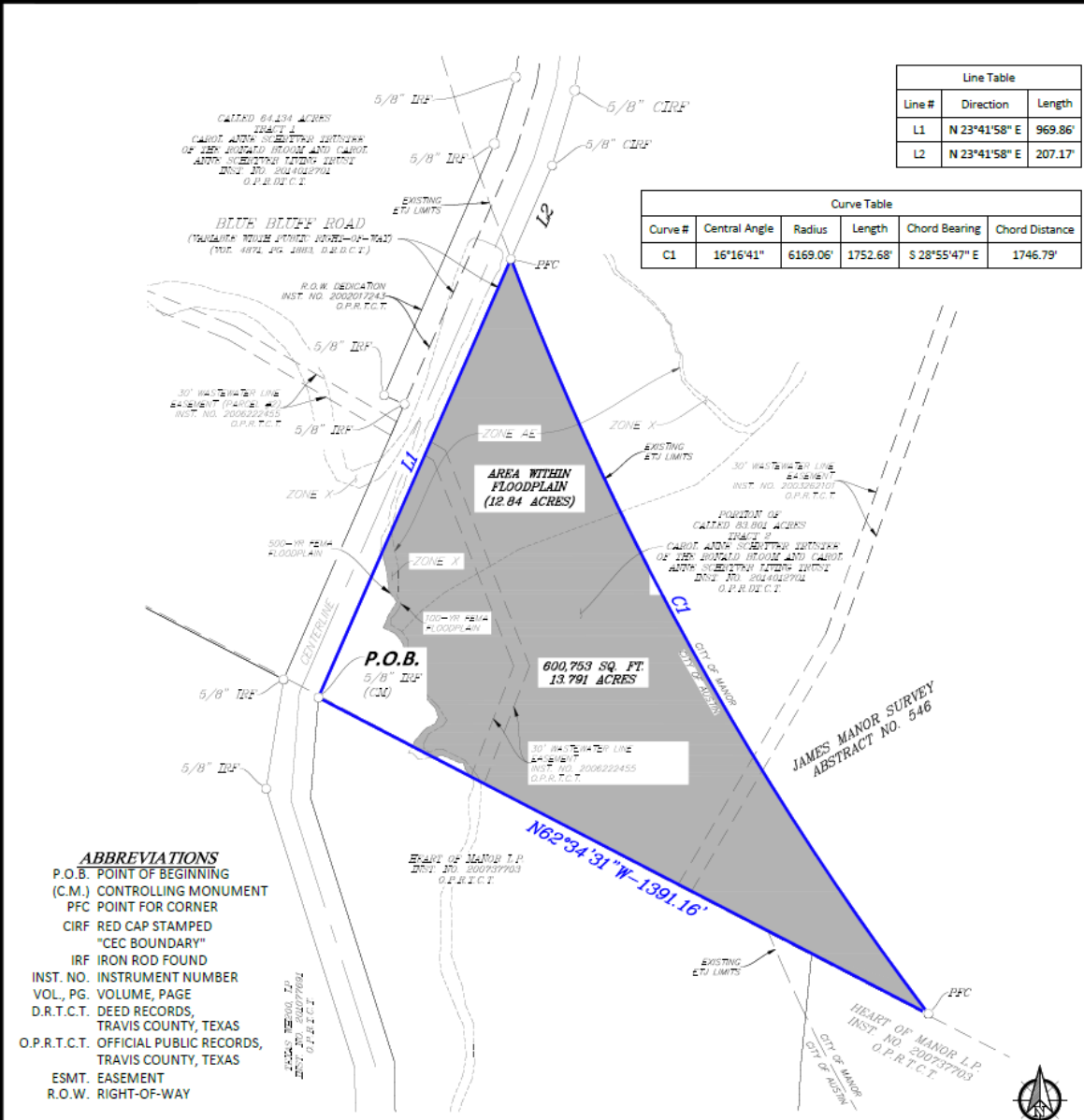
**AFTER RECORDING, PLEASE RETURN TO:**

**City of Manor**  
**105 E. Eggleston Street**  
**Manor, Texas 78653**  
**Attn: City Secretary**

**Exhibit A**

**Description of Easement Property**

**[See attached document.]**

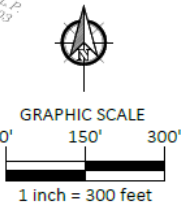


Line Table		
Line #	Direction	Length
L1	N 23°41'58" E	969.86'
L2	N 23°41'58" E	207.17'

Curve Table					
Curve #	Central Angle	Radius	Length	Chord Bearing	Chord Distance
C1	16°16'41"	6169.06'	1752.68'	S 28°55'47" E	1746.79'

- ABBREVIATIONS**
- P.O.B. POINT OF BEGINNING
  - (C.M.) CONTROLLING MONUMENT
  - PFC POINT FOR CORNER
  - CIRF RED CAP STAMPED
  - "CEC BOUNDARY"
  - IRF IRON ROD FOUND
  - INST. NO. INSTRUMENT NUMBER
  - VOL., PG. VOLUME, PAGE
  - D.R.T.C.T. DEED RECORDS, TRAVIS COUNTY, TEXAS
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
  - ESMT. EASEMENT
  - R.O.W. RIGHT-OF-WAY

- GENERAL NOTES**
1. THE BASIS OF BEARING SHOWN HEREON IS BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION OF 2011.
  2. THIS EXHIBIT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION OF EVEN DATE.
  3. NOT ALL LOT LINES OUTSIDE OF THE BOUNDARY OF THE SUBJECT PROPERTY SHOWN HEREON HAVE BEEN SURVEYED AND ARE SHOWN AS GRAPHICAL DEPICTION BASED ON RECORDED INFORMATION AND TAX MAPS.
  4. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48453CD480 J DATED AUGUST 18, 2014 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR TRAVIS COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE AE AND X BY GRAPHICAL PLOTTING.
  5. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



LAST MODIFIED ON: 8/28/2023 2:21 PM  
 PLOTTED ON: 10/2/2024 9:19 AM

**URBAN STRATEGY**  
 1100 E. Campbell, Suite 210  
 Richardson, Texas 75081  
 Firm Registration #F-10194610, 214,396,2339  
 www.urbanstrategy.us

**FLOODPLAIN EXHIBIT**

**13.791 ACRES / 600,753 SQUARE FEET**  
 KNOWN AS:  
 OLD HWY 20, MANOR, TEXAS  
 LOCATED:  
 OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 546  
 CITY OF AUSTIN, TRAVIS COUNTY, TEXAS