

**WATERLINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

That, **The Shops at Grassdale, LLC, a Texas limited liability company**, (“**Grantor**”), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas (“**Grantee**”), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the “**Project**”), upon and across all or any portion of the following described property:

A tract of land consisting of 6,589 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit “A”, hereby incorporated by reference and made a part hereof for all purposes, with said 6,589 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15’ wide strip of land abutting the **Permanent Easement** to the south, being approximately 6,589 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit “A, Page 2 of 4”, (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee’s** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee’s** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize

any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the

easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

Grantee shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

GRANTOR:

The Shops at Grassdale, LLC
a Texas limited liability company

By: Pilot and Legacy Opportunity Partners, LLC,
a Texas limited liability company
Its: Manager

By: 
Michael Walker, Manager

9-25-24
Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Scott Moore, City Manager

Date

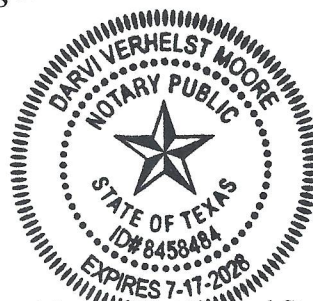
Parcel Nos. 8
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 937563

***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS

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COUNTY OF Dallas



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 25th day of September 2024, personally appeared Michael Walker, Manager of Pilot and Legacy Opportunity Partners, LLC, a Texas limited liability company, as Manager of The Shops at Grassdale, LLC, a Texas limited liability company, Grantee 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.

Notary Public-State of Texas

THE STATE OF TEXAS

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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 Scott Moore, City Manager, Grantee 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.

Notary Public-State of Texas

Parcel No. 8
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 937563

AFTER RECORDING RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653

FIELD NOTES FOR A 6,589 SQUARE FOOT WATERLINE EASEMENT:

A **6,589 Square Foot Waterline Easement**, being a portion of Lot 1, Block "A", The Residences At Grassdale, a plat of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 6,589 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of said Lot 1, same being a west line of Lot 3, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the west line of said Lot 3, same being the east line of said Lot 1, a distance of 13.10 feet;

THENCE: S 02° 44' 50" E, with a west line of said Lot 3, same being the east line of said Lot 1, a distance of **15.00 feet**, to a point for corner;

THENCE: Over and across said Lot 1, the following two (2) courses:

1. S 87° 08' 08" W, a distance of **233.60 feet**, to a point for corner;
2. S 87° 12' 19" W, a distance of **205.65 feet**, to a point in the west line of said Lot 1, same being an east line of said Lot 3, for corner;

THENCE: N 02° 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of **15.00 feet**, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 13.48 feet;


THENCE: Over and across said Lot 1, the following two (2) courses:

1. N 87° 12' 19" E, a distance of **205.64 feet**, to a point for corner;
2. N 87° 08' 08" E, a distance of **233.62 feet**, to the **POINT OF BEGINNING** and containing **6,589 Square Feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Handwritten signature of Scott F. Ammons

 2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com ©George Butler Associates, Inc. 2023 TBPELS FIRM #10194808	PROJECT NUMBER 15110.01	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO. TX	SHEET NUMBER 1 of 4
	DATE 08/28/2023		

FIELD NOTES FOR A 6,589 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **6,589 Square Foot Temporary Construction Easement**, being a portion of Lot 1, Block "A", The Residences At Grassdale, a plat of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 6,589 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of said Lot 1, same being a west line of Lot 3, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the west line of said Lot 3, same being the east line of said Lot 1, a distance of 28.10 feet;

THENCE: S 02° 44' 50" E, with a west line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner;

THENCE: Over and across said Lot 1, the following two (2) courses:

1. S 87° 08' 08" W, a distance of 233.57 feet, to a point for corner;
2. S 87° 12' 19" W, a distance of 205.69 feet, to a point in a non-tangent curve to the left in the west line of said Lot 1, same being an east line of said Lot 3, for corner;

THENCE: With the west line of said Lot 1, same being an east line of said Lot 3, the following two (2) courses:

1. With a non-tangent curve to the left, having a radius of 518.67 feet, an arc length of 6.01 feet, a delta angle of 0° 39' 48", and a chord that bears N 02° 35' 11" W, a distance of 6.01 feet, to a point for corner;
2. N 02° 47' 13" W, a distance of 8.99 feet, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 28.48 feet;


THENCE: Over and across said Lot 1, the following two (2) courses:

1. N 87° 12' 19" E, a distance of 205.65 feet, to a point for corner;
2. N 87° 08' 08" E, a distance of 233.60 feet, to the **POINT OF BEGINNING** and containing 6,589 Square Feet of land, situated in Travis County, Texas.

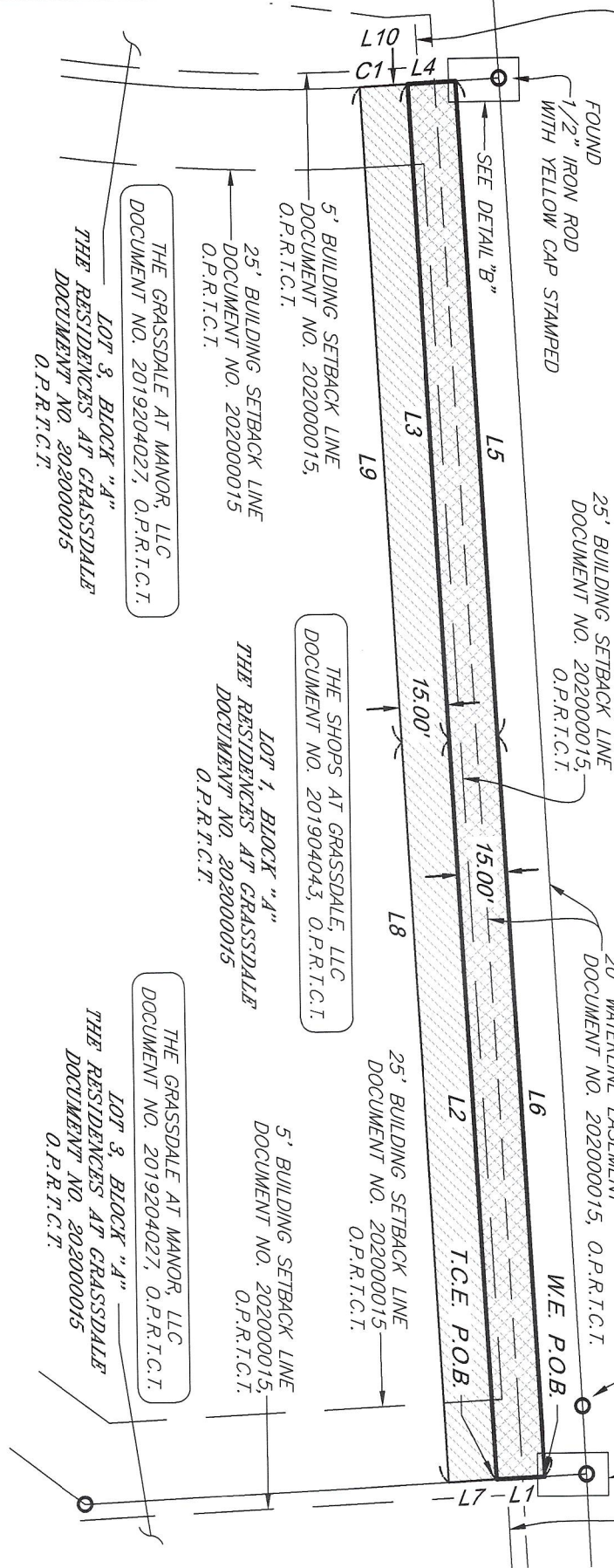
Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Scott F. Ammons

 <p>2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com ©George Butler Associates, Inc. 2023 TBPELS FIRM #10194808</p>	PROJECT NUMBER 15110.01	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO. TX	SHEET NUMBER 2 of 4
	DATE 08/28/2023		

U.S. HIGHWAY NO. 290
 (VARIABLE WIDTH RIGHT-OF-WAY)
 TXDOT ACCOUNT NUMBER 8014-1-78
 TXDOT CONTROL NUMBERS
 114-2-43, 114-3-18, & 114-4-37



- NOTES:
1. BEARINGS BASED ON TEXAS STATE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

- Denotes W.E.
6,589 Square Feet
- Denotes T.C.E.
6,589 Square Feet

- 2,912 Square Feet of Proposed Waterline Easement
Lies Within Existing Waterline Easement
- 5,274 Square Feet of Proposed Waterline Easement
Lies Within Existing Building Setback Line

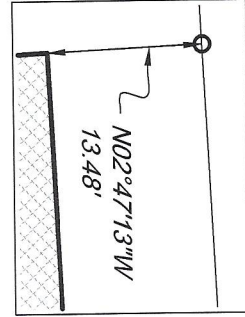
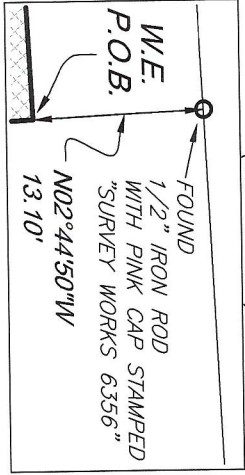
Scale : 1"=50'

GBA
 architects
 engineers

2301 Double Creek Drive
 Building 1, Suite 110
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 George Butler Associates, Inc. 2023 TBP&LS FIRM #10194808

PROJECT NUMBER	15110.01
DATE	08/28/2023

Exhibit "A"
 WATERLINE EASEMENT
 MANOR, TRAVIS CO., TEXAS



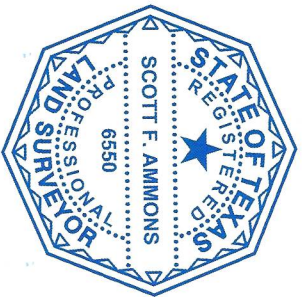
LEGEND

○	PROPERTY CORNER FOUND AS NOTED
○	P.O.B. POINT OF BEGINNING
○	W.E. WATERLINE EASEMENT
○	T.C.E. TEMPORARY CONSTRUCTION EASEMENT

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

Signature

SCOTT F. AMMONS
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	6.01	518.67	0°39'48"	N02°35'11"W	6.01

Line Table

Line #	Bearing	Distance
L1	S2°44'50"E	15.00
L2	S87°08'08"W	233.60
L3	S87°12'19"W	205.65
L4	N2°47'13"W	15.00
L5	N87°12'19"E	205.64
L6	N87°08'08"E	233.62
L7	S2°44'50"E	15.00
L8	S87°08'08"W	233.57
L9	S87°12'19"W	205.69
L10	N2°47'13"W	8.99

GBA
architects
engineers

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com

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Exhibit "A"

WATERLINE EASEMENT
MANOR, TRAVIS CO., TEXAS

SHEET NUMBER
4 of 4