

DONATION AND EXCHANGE AGREEMENT

This Donation and Exchange Agreement (the “**Agreement**”) dated _____, 2024 (the “**Effective Date**”) is made by and between **The Shops at Grassdale, LLC, a Texas limited liability company (“Grassdale”)**, and the **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas (the “**City**”) for the purposes set forth below.

WHEREAS, the City desires and intends to install a waterline in real properties owned by Grassdale and more particularly known as Lots 1 and 2, Block A, The Residences at Grassdale, per plat Document No. 202000015, of the Official Public Records, of Travis County, Texas (collectively hereinafter the “**Property**”) and Grassdale agrees to such installation;

WHEREAS, the City desires to obtain the necessary easements from Grassdale for the installation of the waterline through the Property and Grassdale agrees to execute the necessary easement documents; and

WHEREAS, the City desires to provide an impact fee credit to Grassdale against impact fees incurred in the future development of the Property in exchange for the right to install the waterline and the execution of the necessary easement documents from Grassdale.

NOW THEREFORE, in consideration of the mutual obligations specified in this Agreement, the parties intending to be legally bound hereby, agree to the following:

1. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Grassdale agrees to execute the Waterline Easements and Temporary Construction Easements attached hereto as: EXHIBIT A – Waterline Easement and Temporary Construction Easement for Parcel 8; and EXHIBIT B – Waterline Easement and Temporary Construction Easement for Parcel 9. Grassdale shall execute these easements concurrently with its execution of this Agreement.

3. The City agrees to provide a total impact fee credit (“Credit”) in the amount of Seventy-Four Thousand Four Hundred Thirty-Seven and NO/100 Dollars (\$74,437.00) to Grassdale to be applied against any future impact fees incurred by Grassdale for the development of the Property. This Credit may be used for impact fees incurred by The Shops at Grassdale, LLC, a Texas limited liability company, related to any impact fees incurred after the Effective Date against Lots 1 and 2, Block A, The Residences at Grassdale, per plat Document No. 202000015, of the Official Public Records, of Travis County, Texas.

Miscellaneous.

a. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. Venue for any suit arising hereunder shall be proper in Travis County, Texas.

b. Amendments. This Agreement may only be amended, modified, or terminated at any time by written agreement, executed and acknowledged by all parties hereto.

c. Integration. This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.


d. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement with the same effect as if all parties had signed the same original. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[end of page; signature page follows]

THE SHOPS AT GRASSDALE, LLC,
a Texas limited liability company

By: Pilot and Legacy Opportunity Fund, LLC,
a Texas limited liability company
Its: Member

By: 
Michael Walker, Manager

9-25-24
Date

CITY OF MANOR, TEXAS:

By: Scott Moore, City Manager

Date

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

Parcel No. 9
Project: Manor FM 973 & US 290 Water Line
TCAD PID NO. 937565

EXHIBIT A
Waterline Easement and Pipeline Easement
Parcel 8

**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

EXHIBIT A – EASEMENT AND PROPERTY DESCRIPTION

PARCEL 8

G:\15110.01\Cvt 3D\Bare Dwg\plSurvey\15110.01\F302-Grassdale Lot 1-ME-Plat.dwg Layout FieldNotes — Tuesday August 29, 2023 2:18pm — Copyright 2023, George Butler Associates

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 plot of record in Document No. 202000016, 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.



h. f. h.

GBA architects engineers 2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0655 www.gbateam.com TRPLS FIRM #10194606	PROJECT NUMBER	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO. TX	SHEET NUMBER
	DATE		1 of 4
	15110.01		
	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 notes 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 8014-1-1/8, 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;

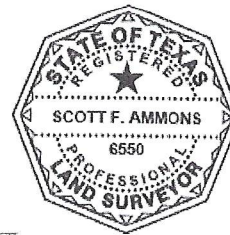
THENCE: With the west line of said Lot 1, same being an east line of said Lot 3, the following two (2) courses:

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

GBA architects engineers 2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO. TX	SHEET NUMBER
	DATE		2 of 4
	15110.01		
	08/28/2023		

EXHIBIT B
Waterline Easement and Pipeline Easement

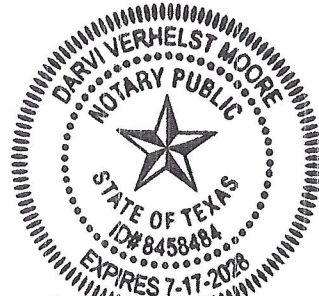
Parcel 9

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

THE STATE OF TEXAS

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

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

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 4,399 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 4,399 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 and east, being approximately 4,850 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).

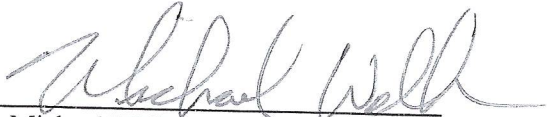
This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

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

EXHIBIT A – EASEMENT AND PROPERTY DESCRIPTION PARCEL 9

G:\15116011\CA9_32\Bare Drawings\Survey\15116011\F300-Grassdale Lot 2-RE-Proposed.dwg Layout FileNotes — Tuesday, August 29, 2023 2:15pm — Copyright 2023, George Biter Assocuit

FIELD NOTES FOR A 4,399 SQUARE FOOT WATERLINE EASEMENT:

A 4,399 Square Foot Waterline Easement, being a portion of Lot 2, Block "A", The Residences At Grassdale, a plot of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 4,399 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between 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 and said Lot 2, from which a found 1/2" iron rod, in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and the a remainder of a called 10,000 Acre tract recorded in Document No. 2022077074, of the Official Public Records of Travis County, Texas, bears N 87° 17' 37" E, with said common line, a distance of 75.40 feet;

THENCE: Over and across said Lot 2, the following four (4) courses:

1. S 02° 47' 40" E, a distance of 28.32 feet, to a point for corner;
2. S 87° 24' 12" W, a distance of 273.06 feet, to a point for corner;
3. N 89° 29' 46" W, a distance of 2.24 feet, to a point for corner;
4. S 87° 08' 08" W, a distance of 4.69 feet, to a point in the common line between said Lot 2 and Lot 3, said Block "A", The Residences At Grassdale, for corner;

THENCE: N 02° 44' 50" W, with said common line, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and said Lot 3, bears N 02° 44' 50" W, with said common line, a distance of 12.69 feet;

THENCE: Over and across said Lot 2, the following four (4) courses:

1. N 87° 08' 08" E, a distance of 5.10 feet, to a point for corner;
2. S 89° 29' 46" E, a distance of 2.27 feet, to a point for corner;
3. N 87° 24' 12" E, a distance of 257.61 feet, to a point for corner;
4. N 02° 47' 40" W, a distance of 13.29 feet, to a point in the common line of said U.S. 290 and said Lot 2, for corner;

THENCE: N 87° 17' 37" E, with said common lines, a distance of 15.00 feet, to the POINT OF BEGINNING and containing 4,399 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 style="font-size: x-small;">2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 5 1 2 . 6 1 6 . 0 0 5 5 www.gbateam.com TBEPLS FIRM #10194406</p>	PROJECT NUMBER 15110.01	<i>Exhibit "A"</i> WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER
	DATE 08/28/2023		1 of 4

FIELD NOTES FOR A 4,850 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A 4,850 Square Foot Temporary Construction Easement, being a portion of Lot 2, Block "A", The Residences At Grassdale, a plot of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 4,850 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between 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 8014-1-1/B and said Lot 2, from which a found 1/2" iron rod, in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and the a remainder of a called 10,000 Acre tract recorded in Document No. 2022077074, of the Official Public Records of Travis County, Texas, bears N 87° 17' 37" E, with said common line, a distance of 60.40 feet;

THENCE: Over and across said Lot 2, the following four (4) courses:

1. S 02° 47' 40" E, a distance of 43.35 feet, to a point for corner;
2. S 87° 24' 12" W, a distance of 288.52 feet, to a point for corner;
3. N 89° 29' 46" W, a distance of 2.20 feet, to a point for corner;
4. S 87° 08' 08" W, a distance of 4.28 feet, to a point in the common line between said Lot 2 and Lot 3, said Block "A", The Residences At Grassdale, for corner;

THENCE: N 02° 44' 50" W, with said common line, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for the northerly most common corner of said Lot 2 and said Lot 3, bears N 02° 44' 50" W, with said common line, a distance of 27.69 feet;

THENCE: Over and across said Lot 2, the following four (4) courses:


1. N 87° 08' 08" E, a distance of 4.69 feet, to a point for corner;
2. S 89° 29' 46" E, a distance of 2.24 feet, to a point for corner;
3. N 87° 24' 12" E, a distance of 273.06 feet, to a point for corner;
4. N 02° 47' 40" W, a distance of 28.32 feet, to a point in the common line of said U.S. 290 and said Lot 2, for corner;

THENCE: N 87° 17' 37" E, with said common lines, a distance of 15.00 feet, to the POINT OF BEGINNING and containing 4,850 Square Feet of land, situated in Travis County, Texas.

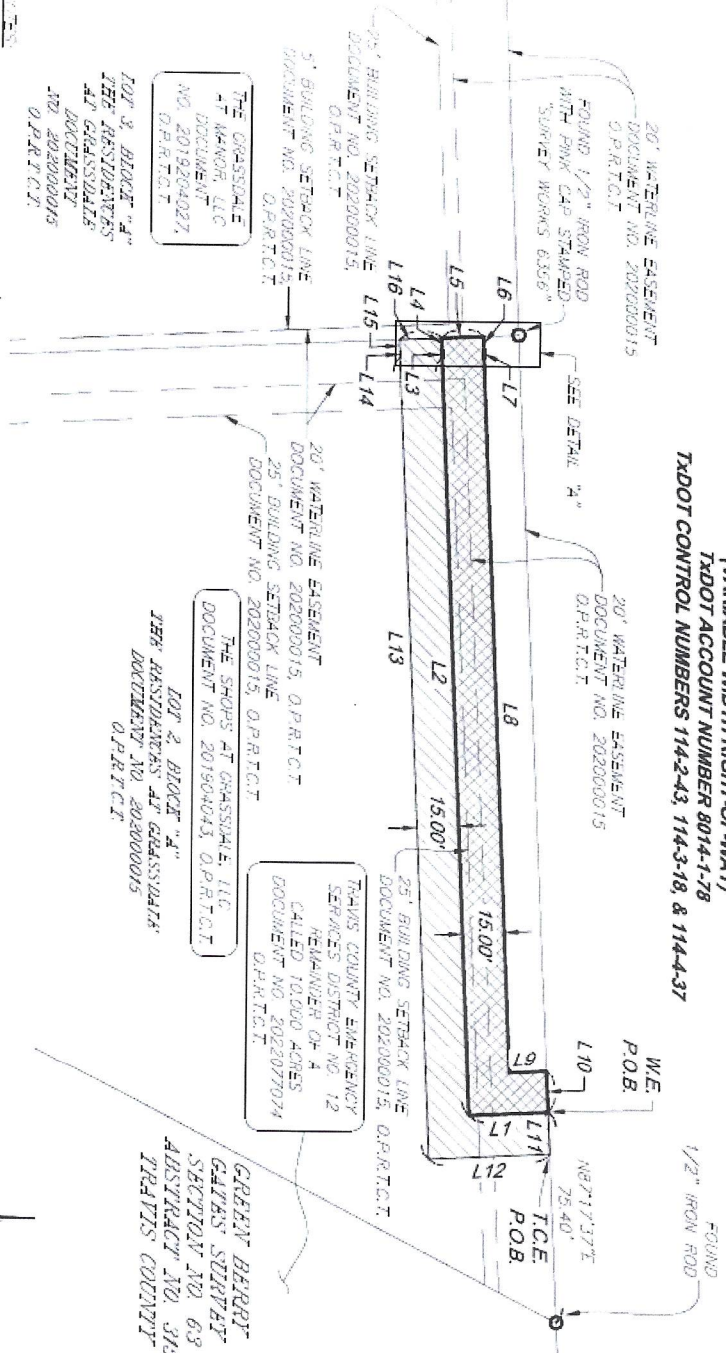
Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Signature of Scott F. Ammons

	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com T&E'S FIRM #10194606	PROJECT NUMBER	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER
		15110.01		2 of 4
		DATE		
		08/28/2023		

U.S. HIGHWAY NO. 290
(VARIABLE WIDTH RIGHT-OF-WAY)
TXDOT ACCOUNT NUMBER 8014-1-178
TXDOT CONTROL NUMBERS 114-2-43, 114-3-18, & 114-4-37



REGIONS BASED ON TEXAS STATE PLANE COORDINATES.
CENTRAL ZONE - 4203, NAD83-US SURVEY FEET

2,261 Square Feet of Proposed Waterline Easement
Lies Within Existing Waterline Easement
3,614 Square Feet of Proposed Waterline Easement
Lies Within Existing Building Setback Line

Scale : 1"=50'

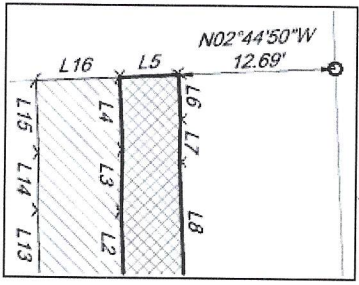
GBA
architects
engineers
2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.816.055
www.gbaldr.com
TABETS FIRM #194888

PROJECT NUMBER
15110.01
DATE
08/28/2023

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

SHEET NUMBER
3 of 4

DETAIL "A"
(NOT TO SCALE)



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 herein shown tract of land.

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



Line Table		
Line #	Bearing	Distance
L1	S2° 47' 40"E	28.32
L2	S87° 24' 12"W	273.06
L3	N89° 29' 46"W	2.24
L4	S87° 08' 08"W	4.69
L5	N2° 44' 50"W	15.00
L6	N87° 08' 08"E	5.10
L7	S89° 29' 46"E	2.27
L8	N87° 24' 12"E	257.61
L9	N2° 47' 40"W	13.29
L10	N87° 17' 37"E	15.00
L11	N87° 17' 37"E	15.00
L12	S2° 47' 40"E	43.35
L13	S87° 24' 12"W	288.52
L14	N89° 29' 46"W	2.20
L15	S87° 08' 08"W	4.28
L16	N2° 44' 50"W	15.00

GBA
architects
engineers

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.916.0993
www.gbainc.com
TELEPHONE: 512.916.0993

PROJECT NUMBER
15110.01

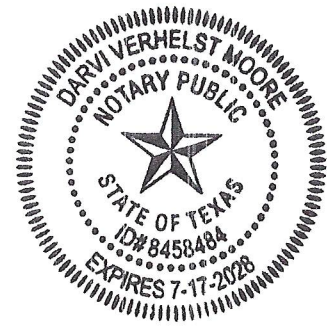
DATE
08/28/2023

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

SHEET NUMBER
4 of 4

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

THE STATE OF TEXAS §
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.

[Signature]
Notary Public-State of Texas

THE 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 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. 9
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 937565

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