

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered by and between the City of Austin, Texas (“**Austin**”), a Texas home rule municipal corporation, and the City of Manor (“**Manor**”) a Texas home rule municipal corporation, acting by and through their authorized representatives.

Whereas, Austin and Manor (sometimes hereinafter collectively referred to as the “Cities” or “Parties”) recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities; and

Whereas, agreements that establish boundaries within which specific duties are performed and standards applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interests of all residents; and

Whereas, agreements regarding areas adjacent to the Cities’ respective corporate limits or extraterritorial jurisdiction (“ETJ”) will assist in the planning and development of those areas; and

Whereas, this Agreement will accomplish legitimate public purposes of both Cities and will promote dependable urban planning that will benefit the environment and the public health, safety and welfare of our respective present and future residents; and

Whereas, Austin has agreed to release approximately 146.920 acres described in Exhibit “A” from the ETJ of Austin into the ETJ of Manor (“Manor Release Area”); and

Whereas, Austin holds sewer Certificate of Convenience and Necessity (“CCN”) No. 20636 (the “Austin Sewer CCN”), the boundaries of which are within Travis, Bastrop, Hays, and Williamson Counties, Texas, which boundaries include the Manor Release Area; and

NOW, THEREFORE, pursuant to Chapter 791, *Texas Government Code* and Chapter 42 of the Local Government Code, as otherwise authorized and permitted by the City Charter of Austin, the City Charter of Manor and the laws of the State of Texas, for and in consideration of the covenants and conditions, hereinafter described, and the benefits to accrue to the citizens of the Cities, and subject to each and every term and condition of this Agreement, the Parties, contract, covenant and agree as follows:

**Article One
Fact Findings**

Section 1 Fact Findings. The recitals above are adopted as findings by Austin and Manor, are incorporated herein for all purposes. The governing bodies of Austin and Manor have authorized this Agreement.

**Article Two
Term and Nature of Agreement**

Section 2.1 Term of Agreement. The term of this Agreement shall commence on the date of signature by authorized representatives of both Cities (“Effective Date”).

Section 2.2 Intent and Purpose. The intent and purpose of this Agreement is to provide for effective and efficient utility and urban planning and the release of a portion of the City of Austin’s ETJ as set out in this Agreement.

Section 2.3 Map. References in this Agreement to any geographic areas refer to areas named and shown on the Map attached hereto as Exhibit “A” incorporated herein for all purposes.

**Article Three
Release of ETJ**

Section 3.1 ETJ Release. Austin agrees to release to Manor the portion of Austin ETJ identified as the Manor Release Area, shown on Exhibit “A” to this Agreement, and as more particularly described in Exhibit “A”.

**Article Four
Easements and Wastewater Infrastructure**

Section 4.1 Easements.

The property owner has agreed to dedicate wastewater easements to the City of Austin to ensure adequate access for the installation of wastewater infrastructure, as approved by Austin Water. These easements have been placed in escrow and are prepared for recording in the Official Public Records of Travis County, Texas by the escrow agent as provided for in the Escrow Agreement attached hereto as Exhibit “B” of this Interlocal Agreement between the City of Austin and the City of Manor. The City of Manor agrees not to incorporate the Manor Release Area into its extra-territorial jurisdiction or annex the Manor Release Area into Manor’s full

purpose jurisdiction prior to the dedication of the wastewater easements to Austin, shown as Exhibits "C" and "D" and pursuant to the escrow agreement as described in Exhibit "B."

4.1.1 Installation of wastewater lines within wastewater easements across the Manor Release Area, as shown on Exhibits "C" and "D", may occur, given that the design of any wastewater lines shall be submitted, reviewed, and approved by the City of Austin.

4.1.2 The City of Manor will allow the City of Austin to review utility construction plans for any wastewater line connections with City of Austin wastewater lines.

4.1.3 The City of Austin will release of the drainage easements recorded under Documents Nos. 2004163233 and 2000100887 of the Official Public Records of Travis County, Texas upon the dedication by the Owner of the Manor Release Tract to the City of Manor of easements across substantially the same easement area.

4.2 **Wastewater Service.** Any retail utility service provided by the City of Austin in the Manor Release Area will be governed pursuant to established service policies, City of Austin Code and rules for wastewater service, and the Austin Sewer CCN as applicable.

4.2.1 The City of Austin's utility planning in the Manor Release Area predates any future annexation of the Manor Release Area by the City of Manor, therefore the City of Manor agrees not to require license and/or franchise agreements nor request any compensation (one time or recurring) related to Austin Water infrastructure located within the Manor Release Area.

Article Five Water Quality

Section 5.1 Water Quality Regulations. The Property described on Exhibit "A" attached hereto must comply with the following Austin water quality and critical water quality regulations and requirements:

(a) City of Austin Suburban Watershed impervious cover restrictions will be maintained.

(b) Green stormwater water quality controls as defined by the City of Austin's Environmental Criteria Manual Section 1.6.7 shall be provided to treat 100% of the water quality volume.

(c) There will be a one hundred foot (100') buffer from the centerline of the western tributary of Gilleland Creek.

(d) There will be no development allowed within the 100' buffer of the western tributary of Gilleland Creek other than a single road crossing and development allowed by buffer averaging as permitted by ECM Section 1.5.2(D) to reduce the buffer and allow building access.

(e) The owner of the Manor Release Tract will use seeding requirements as defined in the City of Austin's standard specification 604S.6 - Native Grass and Forb Seeding and provide "no mow" signs on the banks of the detention/water quality pond to be constructed adjacent to the western tributary of Gilleland Creek.

Article Six
General and Miscellaneous

Section 6.1 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Cities nor to create any legal rights or claims on behalf of any third party. Neither Austin nor Manor waives, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 6.2 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

Section 6.3 Entire Agreement. This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

Section 6.4 Notices. All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manor:

City of Manor
Attn: Scott Moore
City Manager
105 E. Eggleston St.
Manor, Tx 78653
Telephone (512) 272-5555

With copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz/Veronica Rivera

223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Telephone (512) 323-5778

If to Austin:

City of Austin
Attn: Austin Water, Virginia Collier
6310 Wilhelmina Delco Dr, Suite 3100
Austin, Texas, 78752
Telephone (512) 972-0117

With copy to:

City of Austin Law Department
Attn: Ross Crow, Utilities & Regulatory Division
P.O. Box 1088
Austin, Texas, 78767

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

Section 6.5 Venue. Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.

Section 6.6. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective party.

Section 6.7 Enforceability. The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

Section 6.8 Exhibit. The following exhibit is incorporated into this Agreement as if fully set out herein:

Exhibit "A" – Manor Release Area
Exhibit "B" – Escrow Agreement

Section 6.9 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 6.10 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise. The heading and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 6.11 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart.

[signature pages follow]

IN WITNESS WHEREOF, the authorized representatives of the Cities have executed this Agreement.

City of Austin, Texas

Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ___ day of _____, 2024, by _____, _____ of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

(SEAL)

Notary Public, State of Texas

City of Manor, Texas

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of the City of Manor, a Texas municipal corporation, on behalf of said municipal corporation.

(SEAL)

Notary Public, State of Texas

Exhibit A
Manor Release Area

FIELD NOTES DESCRIPTION

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 61° 59' 41" E, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

THENCE S 62° 04' 19" E, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 27° 10' 47" W, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

THENCE S 72° 08' 25" E, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

THENCE S 27° 30' 51" W, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

THENCE N 72° 08' 25" W, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

THENCE S 27° 13' 57" W, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

THENCE with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

THENCE N 30° 38' 51" E, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **1,839.93 feet** to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0.0.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That I, Daniel Cogburn, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

Daniel Cogburn 3/19/2024

Bowman Consulting Group, Ltd.

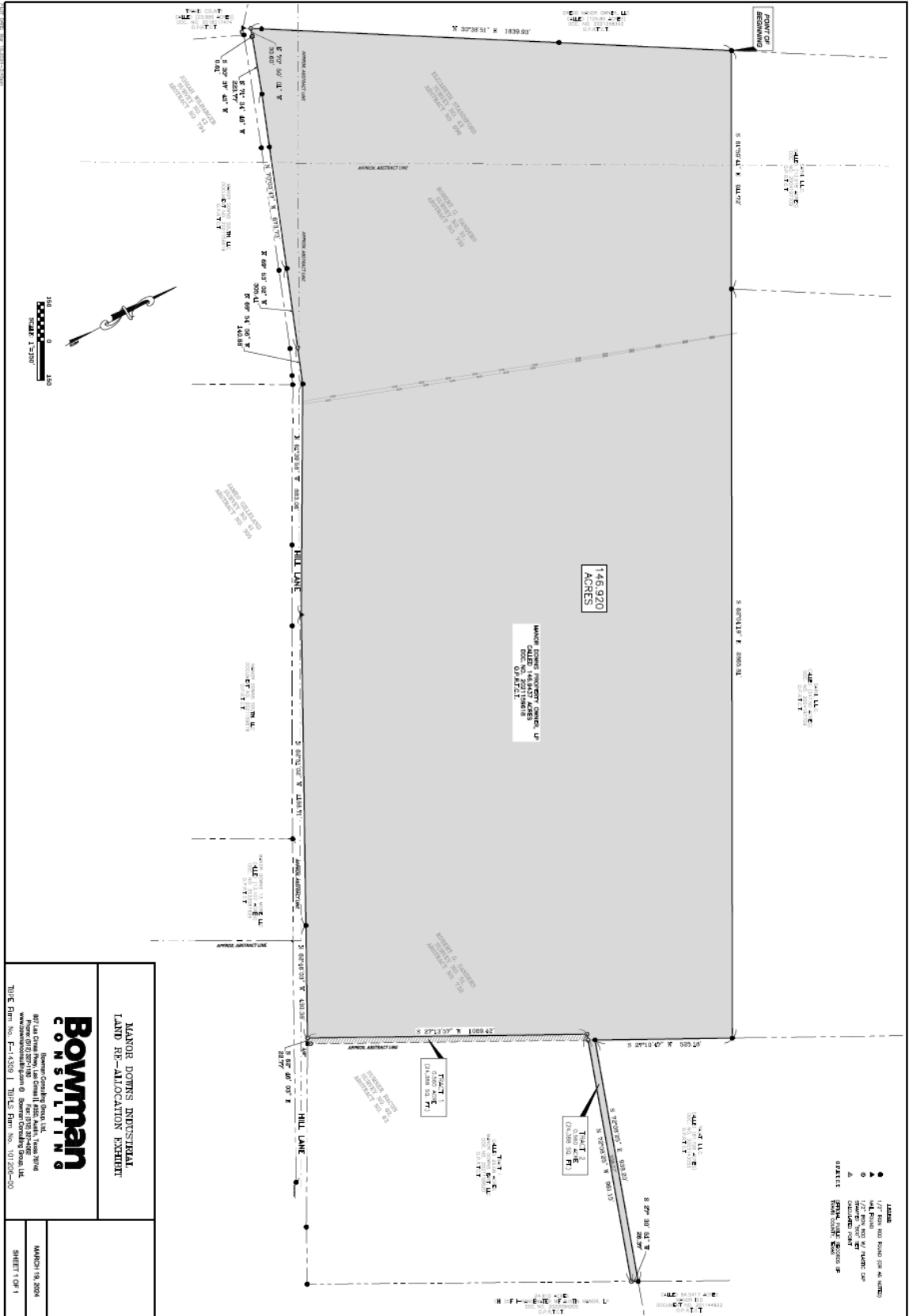
Austin, Texas 78746

Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas





MANOR DOWNS INDUSTRIAL
LAND RE-ALLOCATION EXHIBIT

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
4875 La Grange Road, Suite 1000
Atlanta, Georgia 30328
Phone: 404.379.7188
www.bowmanconsulting.com | Bowman Consulting Group, Ltd.
THE Firm No. 1-4309 | THE Firm No. 10720-00

MANOR 18-208
SHEET 1 OF 1

Exhibit B
Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Escrow Agreement**”) made this ____ day of October, 2024 (“**Effective Date**”) by and among DG MANOR DOWNS PROPERTY OWNER, L.P., a Delaware limited partnership (“**Grantor**”), CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Bastrop, Hays, Travis, and Williamson (“**City**”), and HERITAGE TITLE COMPANY OF AUSTIN (“**Escrow Agent**”).

WITNESSETH:

WHEREAS, Grantor owns the approximately 146.920-acre property described in **Exhibit “A”** (“**Property**”), which is situated within the City’s extraterritorial jurisdiction (“**ETJ**”);

WHEREAS, Grantor has requested the City to release the Property from the City’s ETJ, and the City has agreed to consider the request;

WHEREAS, Grantor has agreed to dedicate to the City two wastewater easements in the forms attached as **Exhibit “B”** and **Exhibit “C”** (“**Wastewater Easements**”) if City Council approves the request to release the Property from the City’s ETJ; and

WHEREAS, Grantor and the City desire for the Wastewater Easements to be held in escrow by Escrow Agent and to be recorded upon the City Council’s approval of an ordinance and upon the Effective Date of the ordinance releasing the Property from the City’s ETJ;

NOW, THEREFORE, the parties agree to the following:

1. Establishment of Escrow. Escrow Agent hereby acknowledges receipt of the executed and acknowledged Wastewater Easements from Grantor, to be held in escrow until recorded as provided herein.
2. Recordation of Wastewater Easements. Within 10 days after approval of an ordinance by the City Council and upon the Effective Date of the ordinance unconditionally releasing the Property from the City’s extraterritorial jurisdiction (“**ETJ Release Ordinance**”), the City shall provide Escrow Agent the duly executed counterparts to the Wastewater Easements to be recorded promptly by Escrow Agent in the Official Public Records of Travis County, Texas. Escrow Agent shall provide Grantor and the City copies of the recorded Wastewater Easements.
3. Liability. Escrow Agent will be obligated to perform only the duties that are expressly set forth herein. In case of conflicting demands upon Escrow Agent, it may (i) refuse to comply therewith as long as such disagreement continues and make no delivery or other disposition of any funds or property then held (and Escrow Agent shall not be or become liable in any way for such failure or refusal to comply with such conflicting or adverse claims or demands, except for its failure to exercise due care, willful breach and willful misconduct); and (ii) continue to so refrain and so refuse to act until all differences have

been adjusted by agreement and, Escrow Agent has been notified thereof in writing signed jointly by City and Grantor or (iii) to interplead the portion of the Escrow Fund in dispute.

4. No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear in, prosecute, or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss, or liability, unless and as often as required by it, it is furnished with satisfactory security and indemnity against all such costs, expenses, losses, or liabilities.
5. Status of Escrow Agent. Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for its failure to exercise due care, willful breach or willful misconduct) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited pursuant to this Escrow Agreement, nor as to the identity, authority, or rights of any person executing the same. Escrow Agent's duties hereunder shall be limited to the safekeeping of the Wastewater Easements received by it as Escrow Agent and for their recordation in accordance with the terms of this Escrow Agreement.
6. Written Instructions of Parties. Notwithstanding any contrary provision contained herein, Escrow Agent shall, at all times, have full right and authority and the duty and obligation to record and/or release the Wastewater Easements in accordance with the joint written instructions signed by City and Grantor. If the conditions set forth in Section 2 have not been satisfied on or before one year after the effective date of this Escrow Agreement, this Escrow Agreement will terminate and Escrow Agent will return the Wastewater Easements to Grantor.
7. Notices. All Notices, demands, requests and other communications required pursuant to the provisions of this Escrow Agreement (“**Notice**”) shall be in writing and shall be deemed to have been properly given or served for all purposes (i) if sent by Federal Express or a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such Notice with such carrier, or (ii) if personally delivered, on the actual date of delivery or (iii) if sent by certified mail, return receipt requested postage prepaid, on the fifth (5th) business day following the date of mailing, addressed as follows:

If to City:

City of Austin
Attn: Austin Water, Virginia Collier

6310 Wilhelmina Delco Dr.,

Suite 3100
Austin, Texas 78752

Telephone: (512) 972-0117

Virginia.Collier@austintexas.gov

If to Grantor:

DG Manor Downs Property Owner, L.P.

Attn: Tim Kraftson

17304 Preston Blvd.

Dallas, Texas 75252

Telephone: (817) 797-7287

tkraftson@dalfen.com

And

City of Austin Law Department

Attn: Chrissy Mann, Utilities and
Regulation Division

P.O. Box 1088

Chrissy.mann@austintexas.gov

And

Jackson Walker LLP

Attn: Pam Madere

100 Congress Ave., Suite 1100

Austin, Texas 78701

Telephone: (512) 236-2048

pmadere@jw.com

If to Escrow Agent:

Heritage Title of Austin

Attn: John Bruce

200 West 6th Street

Suite 1600

Austin, Texas 78701

Telephone: (512) 505-5000

jbruce@heritage-title.com

Any party may change the address to which Notices are to be addressed by giving the other parties Notice in the manner herein set forth. All such Notices, requests, demands and other communications shall be deemed to have been delivered (i) as of the day of receipt, in the case of personal delivery, or (ii) as of the day of receipt or attempted delivery date in the case of delivery by air courier, or (iii) as of the date of receipt or first attempted delivery, as evidenced by the return receipt card, in the case of mailing by certified or registered United States mail.

8. Fee. Escrow Agent shall receive a fee of \$500.00 for its services hereunder, and be paid or reimbursed for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or paid in connection with carrying out its duties hereunder, the payment of all amounts to be and the sole responsibility of the Grantor. Non-payment of such fee by Grantor shall not entitle Escrow Agent to refuse or fail to act as required by this Escrow Agreement.
9. Titles and Section Headings. Titles of sections and subsections contained in this Escrow Agreement are inserted for convenience of reference only, and neither form a part of this Escrow Agreement or are to be used in its construction or interpretation.
10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. Non-Waiver. No waiver by either party of any breach of any term or condition of this Escrow Agreement shall operate as a waiver of any other breach of such term or condition or of any other term or condition. No failure to enforce such provision shall operate as a waiver of such provision or of any other provision hereof, or constitute or be deemed a waiver or release of any other party for anything arising out of, connected with, or based upon this Escrow Agreement.

12. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns. The parties recognize and acknowledge that the powers and authority granted Escrow Agent herein are each irrevocable and coupled with an interest. Escrow Agent shall have no liability to City or Grantor for any mistakes in judgment in the performance of any function hereunder, except for failure to exercise due care, willful breach and willful misconduct.
13. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
14. Time of Essence. Time is of the essence of this Escrow Agreement.
15. Entire Agreement; Modification. This Escrow Agreement supersedes all prior agreements and constitutes the entire agreement with respect to the subject matter hereof. It may not be altered or modified without the written consent of all parties.

[signature pages follow]

In witness whereof each of the parties hereto has caused this Escrow Agreement to be executed under seal on its behalf by duly authorized persons, all as of the day and year first above written.

City:

City of Austin,

a Texas home-rule municipal corporation situated in the counties of Bastrop, Hays, Travis, and Williamson

By: _____

Name: _____

Title: _____

Grantor:

DG Manor Downs Property Owner, L.P.,

a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,

a Delaware limited liability company,

General Partner

By: _____

Name: Joseph Walker

Title: Authorized Signatory

Escrow Agent:

Heritage Title of Austin

By: _____

Name: John Bruce

Title: Escrow Officer

Exhibit A
Manor Release Area

FIELD NOTES DESCRIPTION

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 61° 59' 41" E, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

THENCE S 62° 04' 19" E, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 27° 10' 47" W, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

THENCE S 72° 08' 25" E, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

THENCE S 27° 30' 51" W, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

THENCE N 72° 08' 25" W, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

THENCE S 27° 13' 57" W, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

THENCE with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

Page 3 of 3

FN2891

THENCE N 30° 38' 51" E, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **1,839.93 feet** to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0.0.

THE STATE OF TEXAS §

 § KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That I, Daniel Cogburn, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

Daniel Cogburn 3/19/2024

Bowman Consulting Group, Ltd.

Austin, Texas 78746

Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas



EXHIBIT B

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.

WASTEWATER LINES EASEMENT

Date: _____, 2024

Grantor: DG Manor Downs Property Owner, L.P., a Delaware limited partnership

Grantor's Address: 17304 Preston Road, Suite 550
Dallas, Dallas County, Texas 75252

City: CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

City's Address: P.O. Box 1088
Austin, Travis County, Texas 78767-1088

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

City Reviewer Initials

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

City Reviewer Initials

Executed effective the Date first above stated.

DG Manor Downs Property Owner, L.P.,
a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,
a Delaware limited liability company,
General Partner

By: _____
Name: Joseph Walker
Title: Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared Joseph Walker, Authorized Signatory of DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, General Partner of DG Manor Downs Property Owner, L.P., a Delaware limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____, 2024.
[Seal]

Notary Public, State of Texas

APPROVED AS TO FORM:

REVIEWED:

CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

CITY OF AUSTIN, TEXAS
AUSTIN WATER UTILITY

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

City Reviewer Initials

EXHIBIT A

DG Manor Downs Property Owner, L.P.
To
The City of Austin
(Wastewater Lines Easement)

Wastewater Lines Easement

LEGAL DESCRIPTION

4.00 ACRE OF LAND (174,338 SQ. FT.) OUT OF THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, BEING A PORTION OF THE CALLED 146.9437 CONVEYED TO DG MANOR DOWNS PROPERTY OWNER, LP IN DOCUMENT NO. 2021159618 AND IN DOCUMENT NO. 2021159617 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 4.00 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8-inch iron rod found for the southwesterly corner of said 146.9437 acre tract and the northwesterly corner of a called 25.080 acre tract of land conveyed to Manor Downs East, LLC in Document No. 2021159620, O.P.R.T.C.T., same being the most southerly corner of Tract 1, a 0.560 acre tract of land conveyed to Manor Downs East, LLC, in Document No. 2024046271, O.P.R.T.C.T., said 3/8-inch iron rod found also being in the existing northerly right-of-way line of Hill lane (variable width right of way); THENCE North 62°46'03" West, with the existing northerly right-of-way line of Hill Lane and the southwesterly line of said Tract 1, a distance of 22.77 feet to a calculated point for the southwesterly corner of said Tract 1 to a calculated **POINT OF BEGINNING**;

THENCE with the south line of said called 1463.9437 acres and the north right-of-way line of Hill Lane the following seven (7) courses and distances:

1. **North 62°46'03" West**, a distance of **430.38** feet to a calculated point;
2. **North 62°51'02" West**, a distance of **1188.71** feet to a calculated point;
3. **North 61°39'58" West**, a distance of **883.06** feet to a calculated point;
4. **North 69°53'38" West**, a distance of **446.29** feet to a calculated point;
5. **North 70°03'47" West**, a distance of **673.73** feet to a calculated point;
6. **North 71°43'57" West**, a distance of **223.90** feet to a calculated point;
7. **North 70°50'01" West**, a distance of **30.60** feet to a calculated point at the southwest corner of said called 146.9437 acre tract and the easterly line of a called 125.80 acre tract of land conveyed to Gregg Manor Owner, LLC in Document No. 202158342, O.P.R.T.C.T.;

THENCE North 30°38'51" East, with the common line of said called 146.9437 acre tract and said called 125.80 acre tract, a distance of **101.43** feet to a calculated point, from which a 1/2" iron rod found at the northwest corner of said called 146.9437 acre tract, at the southwest corner of a called 13.918 acre tract of land conveyed to Sarvi, L.L.C. in Document No. 2004197709, O.P.R.T.C.T., in the east line of said called 125.80 acre tract bears North 30°38'51" East, a distance of 1738.17 feet;

THENCE departing said common line of said called 146.9437 acre tract and said called 125.08 acre tract and over and across said 146.9437 acre tract the following eleven (11) courses and distances:

1. **South 57°46'29" East**, a distance of **211.52** feet to a calculated point;
2. **South 70°45'42" East**, a distance of **231.62** feet to a calculated point;
3. **South 70°11'10" East**, a distance of **474.20** feet to a calculated point;
4. **South 70°04'31" East**, a distance of **305.01** feet to a calculated point;
5. **South 66°18'56" East**, a distance of **106.74** feet to a calculated point;
6. **South 65°52'11" East**, a distance of **38.05** feet to a calculated point;
7. **South 61°45'37" East**, a distance of **615.32** feet to a calculated point;
8. **South 62°12'07" East**, a distance of **309.64** feet to a calculated point;
9. **South 62°06'24" East**, a distance of **815.09** feet to a calculated point;
10. **South 61°59'34" East**, a distance of **324.12** feet to a calculated point;

EXHIBIT A

DG Manor Downs Property Owner, L.P.
To
The City of Austin
(Wastewater Lines Easement)

Wastewater Lines Easement

11. **South 62°49'45" East**, a distance of **437.16** feet to a calculated point in said common line of said called 146.9437 acre tract and said Tract 1, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for the northwesterly corner of said Tract 1, bears North 27°13'57" East, a distance of 1037.73 feet;

THENCE South 27°13'57" West, with said common line of said called 146.9437 acre tract and said Tract 1, a distance of **20.84** feet to the **POINT OF BEGINNING** and containing 4.00 acres of land, within these metes and bounds.

I hereby declare that this survey was made on the ground, under my supervision, and that it substantially complies with the current Texas Society of Professional Surveyors standards.



July 1, 2024

Daniel Wayne Cogburn
Registered Professional Land Surveyor 6894

Date

Bowman Consulting
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746
Austin, TX 78746
P: 512.327.1180
TBPLS Firm No. 101206-00

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83)(CORS2011), CENTRAL ZONE. THIS IS A SURFACE DRAWING, UTILIZING A GRID TO SURFACE SCALE FACTOR OF 1.00010 SCALED ABOUT 0,0.

TCAD: 0242500133, 0242500113, 0242500131, & 0242500112
Austin Grid: S29

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.

ROBERT G. SANDERS
SURVEY NO. 51,
ABSTRACT NO. 732

DG MANOR DOWNS PROPERTY OWNER, L.P.
CALLED (146,9437 ACRES)
DOCUMENT NO. 2021159617
DOCUMENT NO. 2021159618
O.P.R.T.C.T.

SHEET 5 OF 8
SHEET 4 OF 8

30' ELECTRIC EASEMENT
BLUEBONNET ELECTRIC COOPERATIVE
VOLUME 11345, PAGE 87
D.R.T.C.T.

WASTEWATER
EASEMENT
4.00 ACRES
(174,338 SQ. FT.)



EXISTING RIGHT-OF-WAY N 62°51'02" W 1188.71' APPROX. SURVEY LINE
(R.O.W. WIDTH VARIES) EXISTING RIGHT-OF-WAY

MANOR DOWNS SOUTH, LLC
DOCUMENT NO. 2021159619
O.P.R.T.C.T.

JAMES GILLELAND
SURVEY NO. 41
ABSTRACT NO. 305

MANOR DOWNS 13 MORE, LLC
CALLED (13,107 ACRES)
DOC. NO. 2022087625
O.P.R.T.C.T.

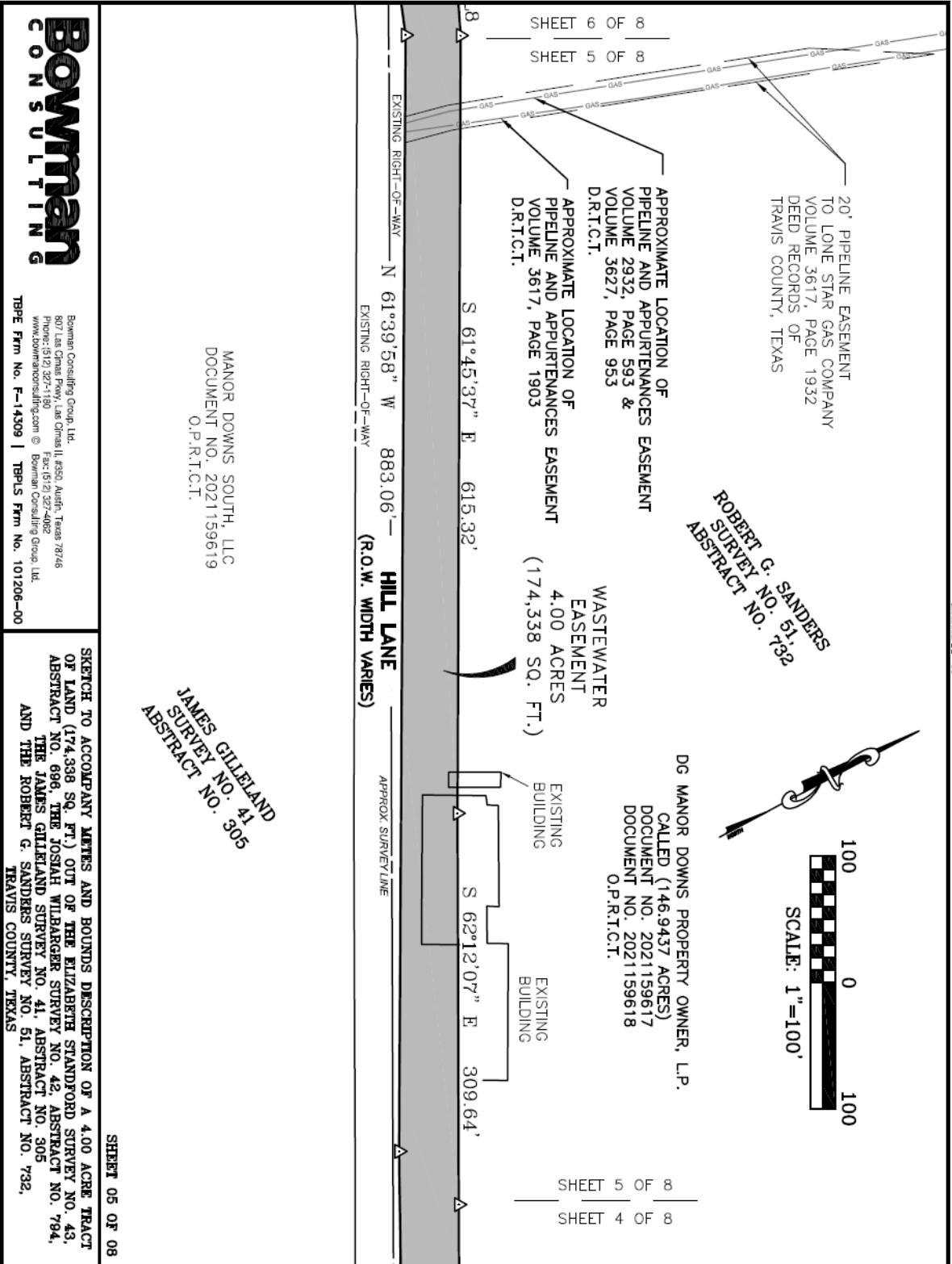
Bowman
CONSULTING

Bowman Consulting Group, Ltd.
807 Las Cruces Fwy, Las Cruces II, #350, Austin, Texas 78746
Phone: (512) 327-1180
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBP# Fm No. F-14309 | TBP# Fm No. 101206-00

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305 AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, TRAVIS COUNTY, TEXAS

SHEET 04 OF 08

SHEET 4 OF 8
SHEET 3 OF 8



Bowman
CONSULTING

Bowman Consulting Group, Ltd.
 807 Las Cruces Pkwy, Las Cruces, Texas 78746
 Phone: (512) 322-1190 Fax: (512) 327-4082
 www.bowmanconsulting.com Bowman Consulting Group, Ltd.
TYPE Ffm No. F-14309 | T9PLUS Ffm No. 101206-00

EXHIBIT A

THE (146.9437 ACRE) DG MANOR DOWNS PROPERTY OWNER, L.P. TRACT IS ADDITIONALLY SUBJECT TO THE FOLLOWING EASEMENTS WHICH ARE BLANKET IN NATURE:

- PIPELINE AND APPURTENANCES EASEMENT GRATED TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 3627, PAGE 953, D.R.T.C.T.
- RESERVATION OF INGRESS AND EGRESS EASEMENT RESERVED IN VOLUME 6029, PAGE 26, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 853, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 855, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 857, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 859, D.R.T.C.T.
- ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OF SYSTEM EASEMENT TO BLUEBONNET ELECTRIC COOPERATIVE, INC. IN VOLUME 8917, PAGE 861, D.R.T.C.T.

DG MANOR DOWNS PROPERTY OWNER, L.P.

CALLED (146.9437 ACRES)
DOCUMENT NO. 2021159617
DOCUMENT NO. 2021159618
O.P.R.T.C.T.

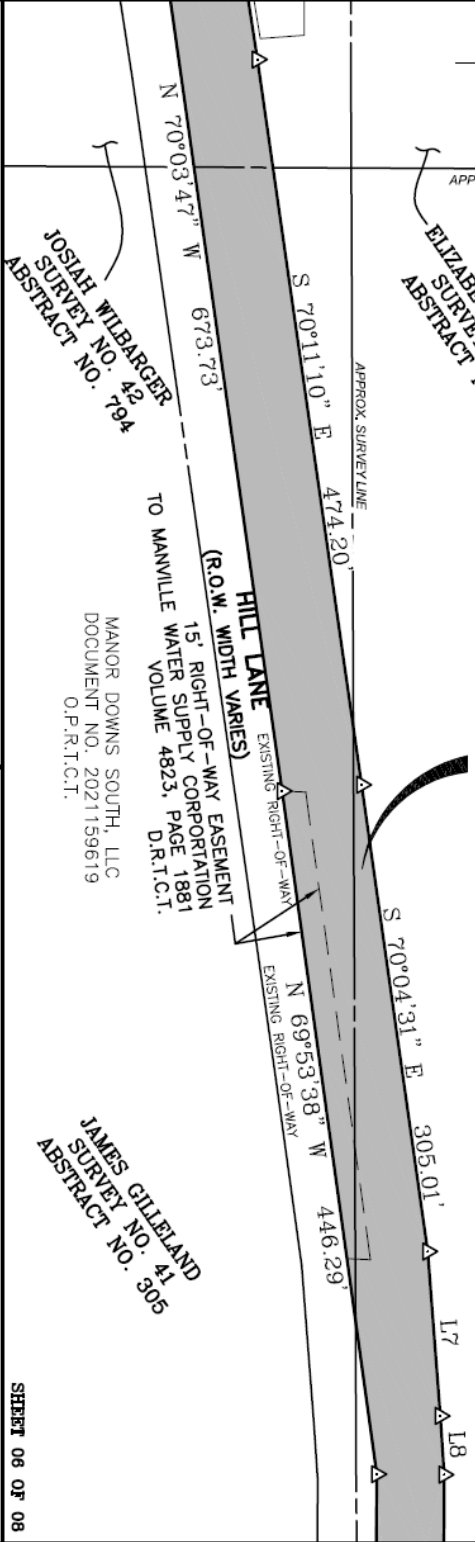
ROBERT G. SANDERS
SURVEY NO. 51,
ABSTRACT NO. 732

WASTEWATER
EASEMENT
4.00 ACRES
(174,338 SQ. FT.)



SHEET 7 OF 8
SHEET 6 OF 8

SHEET 6 OF 8
SHEET 5 OF 8



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CONSULTING

Bowman Consulting Group, Ltd.
807 Las Cruces Freeway, Las Cruces II, 8850, Austin, Texas 78746
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www.bowmanconsulting.com Bowman Consulting Group, Ltd.
TBE Fm No. F-14309 | TBPUS Fm No. 101206-00

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, AND THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305 AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, TRAVIS COUNTY, TEXAS

SHEET 06 OF 08



S.H.130
(R.O.W. WIDTH VARIES)

ELIZABETH STANDFORD
SURVEY NO. 43
ABSTRACT NO. 696

GREGG MANOR OWNER, LLC
CALLED (125.80 ACRES)
DOC. NO. 2021258342
O.P.R.T.C.T.

120' WIDE
ELECTRIC EASEMENT
TO L.C.R.A.
DOC. NO. 2010174015
O.P.R.T.C.T.

N 30°38'51" E 1738.50'

SARVI, L.L.C.
CALLED (13,918 ACRES)
DOC. NO. 2004197709
O.P.R.T.C.T.

DG MANOR DOWNS
PROPERTY OWNER, L.P.
CALLED (146,9437 ACRES)
DOCUMENT NO. 2021159617
DOCUMENT NO. 2021159618
O.P.R.T.C.T.

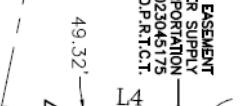
30' INGRESS AND EGRESS EASEMENT
TO CARR-MANOR DOWNS, LTD.
VOLUME 11586, PAGE 852
R.P.R.T.C.T.
APPROX. SURVEYLINE

WASTEWATER EASEMENT
4.00 ACRES
(174,338 SQ. FT.)

TRAVIS COUNTY
CALLED (4.794 ACRES)
DOC. NO. 2015064442
O.P.R.T.C.T.

TRAVIS COUNTY
CALLED (23,986 ACRES)
DOC. NO. 2018017474
O.P.R.T.C.T.

0009 WATER EASEMENT
TO MANVILLE WATER SUPPLY
CORPORATION
DOC. NO. 2023045175
O.P.R.T.C.T.



JOSHUA WILBARGER
SURVEY NO. 42
ABSTRACT NO. 794

MANOR DOWNS SOUTH, LLC
DOCUMENT NO. 2021159619
O.P.R.T.C.T.

HILL LANE
(R.O.W. WIDTH VARIES)

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT
OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43,
ABSTRACT NO. 696, THE JOSHUA WILBARGER SURVEY NO. 42, ABSTRACT NO. 794,
AND THE JAMES GILBERT SURVEY NO. 41, ABSTRACT NO. 305
AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 792,
TRAVIS COUNTY, TEXAS

SHEET 07 OF 08

SHEET 7 OF 8

SHEET 6 OF 8

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
5914 Lake Orlene, Suite 1100, Dallas, Texas 75246
Phone: (512) 327-1190
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TYPE FRM No. F-14309 | TEMPL FRM No. 101206-00

FILE: \\tk-aust-151-wm\New_Projects\070692 - Hill Lane WW Interceptor Austin TX\070692-01-001 (SUR) - Hill Lane WW Interceptor Austin TX\Survey\Working\SV-70692-01-001 - DG MANOR DOWNS PROPERTY OWNER P-2.W_202406

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 62°46'03" W	22.77'
L2	N 71°43'57" W	223.90'
L3	N 70°50'01" W	30.60'
L4	N 30°38'51" E	101.43'
L5	S 57°46'29" E	211.52'
L6	S 70°45'42" E	231.62'
L7	S 66°18'56" E	106.74'
L8	S 65°52'11" E	38.05'
L9	S 27°13'57" W	31.70'

LEGEND

- 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET
- △ CALCULATED POINT
- 1/2" IRON ROD FOUND (OR AS NOTED)
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.

Daniel Cogburn

07/01/2024



SHEET 08 OF 08



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 807 Lee Crane Fwy, Lee Creek, IL 6556, Austin, Texas 78746
 Phone: (512) 327-1190 Fax: (512) 327-4082
 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
 TYPE FTM No. F-14309 | TBPLS FTM No. 101206-00

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 4.00 ACRE TRACT OF LAND (174,338 SQ. FT.) OUT OF THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSHUA WILBARGER SURVEY NO. 42, ABSTRACT NO. 784, AND THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 792, TRAVIS COUNTY, TEXAS

LIEN HOLDER CONSENT

Date: _____, 2024

Lien Holder: Crossfirst Bank, a Kansas state-chartered bank

Lien Holder Notice Address: 2021 McKinney Avenue, Suite 800
Dallas, Dallas County, Texas 75201

Liens: Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 25, 2021, from Grantor to Debbie Robinowitz Trustee, securing the payment of one promissory note of even date in the original principal amount of \$6,875,000.00, payable to Lien Holder, of record in Document Number 2021190059, of the Official Public Records of Travis County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Grant Document: The document to which this Lien Holder Consent is attached, consented, and subordinated to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

CROSSFIRST BANK,
A KANSAS STATE-CHARTERED BANK

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared _____ of Crossfirst Bank, a Kansas state-chartered bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____, 2024.

[Seal]

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: **Manor Downs Industrial Site Plan A**
Project Case Manager: **Randall Rouda**
Site Plan No.: **SP-2023-0145D**


**CONSENT OF THE MANAGER OF MANOR DOWNS REIT, LLC
EFFECTIVE AS OF NOVEMBER 18, 2022**

The undersigned being the manager of Manor Downs REIT, LLC, a Delaware limited liability company (the "Managing GP"), which is the Managing GP of DG Manor Downs, L.P., a Delaware limited partnership (the "Partnership") as such term is defined in the Amended and Restated Limited Partnership Agreement of the Partnership, dated as of October 26, 2022, by and among Nefesh Realty (Manor Downs TX) LP, a Delaware limited partnership, Baisby Capital LLC, a Delaware limited liability company, Dalfen's Limited, a corporation duly formed under the laws of Quebec, Lombard Manor Downs, LLC, a Delaware limited liability company and the Managing GP (the "Partnership Agreement"), which is the sole member of **DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company ("Property Owner GP")**, pursuant to that certain Limited Liability Company wAgreement of Property Owner GP, dated as of July 16, 2021, which is the general partner of **DG Manor Downs Property Owner, L.P., a Delaware limited partnership ("Property Owner")**, pursuant to that certain Limited Partnership Agreement of Property Owner, dated as of July 16, 2021, hereby consents on behalf of the Managing GP to the execution by the Property Owner GP on behalf of the Property Owner, of any matter by affidavit, agreement, deed, or other document (each a "Development Document") related to the construction, development, management, permitting, platting, zoning, dedication, grant, conveyance, or improvement of all or a portion of that certain property located in Manor Downs Business Park, Austin, Texas, as more particularly described in the Partnership Agreement (the "Property") and further designates **Joseph Walker as an Authorized Signatory of each of the Property Owner and the Property Owner GP (the "Authorized Signatory")**, pursuant to which the Authorized Signatory shall have the authority to take all actions and execute and deliver on behalf of the Property Owner and the Property Owner GP, as applicable, all Development Documents necessary or advisable in connection with the improvement of all or a portion of the Property. Notwithstanding the foregoing, no Authorized Signatory shall take any action that is not expressly authorized by this consent that would constitute (i) any Major Decision without the prior written approval of the Managing GP or (ii) any Unanimous Decision without the prior written approval of the Managing GP and Operating GP. Capitalized terms used but not defined herein shall have the meaning given in the Partnership Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this consent of the manager of the Managing GP effective as of the day and year first written above.

Goldman Sachs & Co. LLC,
a New York limited liability company

By: 
Name: Christopher C. Monroe
Title: Managing Director



1 Owner Search

CLIENT INFORMATION

Client:	UTB Title Agency LP	Report Date: 10/07/2024
Client No.:	12776	Index Date: 08/29/2024
Address:	13101 Preston Rd, Ste 302 Dallas, TX 75240	Order ID: 410-202-1-2110
Contact:	Kenneth Quantie	Client Ref.: 9400 HILL LN
Phone:		PO Number:
Delivery:	kquantie@utbtitle.com	

BORROWER INFORMATION

Borrower Name and Address as Submitted: DALFEN MANOR DOWNS INDUSTRIAL 9400 HILL LN NA, TX 78653	Borrower Name and Address as Researched: DG MANOR DOWNS PROPERTY OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP 9400 HILL LN NA, TX 78653 County: TRAVIS
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TAX & VALUE INFORMATION

PARCEL IDENTIFICATION NUMBER: 247989	
<u>TAX VALUE INFORMATION</u> Land Value: \$532,800.00 Improvement Value: Total Value: \$532,800.00	<u>EXEMPTION INFORMATION</u> Homestead exemption: No Agricultural exemption: No Property over 10 acres: Yes Property within city limit: Yes Have any home equity loans been satisfied or released in the last 12 months?: No
<u>TAX OBLIGATION INFORMATION</u> Tax Periods: Annual Tax Year: 2023 Tax Amount: \$8,994.98 Tax Status: Paid Due Date 01/31/2024	



1 Owner Search

OWNERSHIP INFORMATION

Document Type: QuitClaim Deed Execution Date: 07/14/2021
Instrument Number: 2021159618 Recorded Date: 07/16/2021
Grantor: Manor Downs Business Park Land, LLC, a Texas limited liability company
Grantee: DG Manor Downs Property Owner, L.P., a Delaware limited partnership
Abstract Property.
Out sale Deed Special Warranty Deed dated 04/29/2024 between Manor Downs East, LLC, a Texas limited liability company to DG Manor Downs Property Owner, L.P., a Delaware limited partnership recorded in Instrument No. 2024046270 on 04/30/2024.
Out sale Deed Special Warranty Deed dated 04/22/2024 between DG Manor Downs Property Owner, L.P., a Delaware limited partnership By: DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, its general partner to Manor Downs East, LLC, a Texas limited liability company recorded in Instrument No. 2024046271 on 04/30/2024.

Document Type: Special Warranty Deed Execution Date: 07/14/2021
Instrument Number: 2021159617 Recorded Date: 07/16/2021
Grantor: Manor Downs Business Park Land, LLC, a Texas limited liability company
Grantee: DG Manor Downs Property Owner, L.P., a Delaware limited partnership

MORTGAGE INFORMATION

Document Type: Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Execution Date: 08/25/2021
Instrument Number: 2021190059 Recorded Date: 08/25/2021
Loan Amount: \$6,875,000.00 Maturity Date: Not Stated
Grantor: DG Manor Downs Property Owner, L.P., a Delaware limited partnership
Beneficiary: CrossFirst Bank, a Kansas state-chartered bank
Trustee: Debbie Robinowitz
Open End: Closed
Comment: Partial Release of Lien dated 03/22/2024 recorded in Instrument No. 2024046269 on 04/30/2024.
Memorandum of Third Amendment to Loan Documents dated 07/25/2024 recorded in Instrument No. 2024085440 on 08/02/2024.

Document Type: Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Execution Date: 04/30/2024
Instrument Number: 2024046272 Recorded Date: 04/30/2024
Loan Amount: \$6,875,000.00 Maturity Date: Not Stated
Grantor: DG Manor Downs Property Owner, L.P., a Delaware limited partnership
Beneficiary: CrossFirst Bank, a Kansas state-chartered bank
Trustee: Debbie Robinowitz
Open End: Closed

JUDGMENT AND LIEN INFORMATION

None found of record on DG Manor Downs Property Owner LP, Manor Downs Business Park Land LLC and Dalfen Manor Downs Industrial.



1 Owner Search

OTHER MATTERS OF RECORD

Easement dated 10/05/1964 recorded in Volume 2932, Page 593 on 03/17/1965.
Easement dated 01/14/1969 recorded in Volume 3617, Page 1903 and Instrument No. 12-6194 on 01/24/1969.
Easement dated 01/16/1969 recorded in Volume 3617, Page 1932 on 01/27/1969.
Easement dated 01/14/1969 recorded in Volume 3627, Page 953 on 02/20/1969.
Right of Way Easement (General Type Easement) dated 10/27/1971 recorded in Volume 4822, Page 1761 and Instrument No. 90-4304 on 01/15/1974.
Right of Way Easement (General Type Easement) dated 05/12/1972 recorded in Volume 4823, Page 1881 and Instrument No. 90-4431 on 01/15/1974.
Right of Way Easement (General Type Easement) dated 09/25/1971 recorded in Volume 4823, Page 1936 and Instrument No. 90-4486 on 01/15/1974.
Right of Way Easement (General Type Easement) dated 10/25/1971 recorded in Volume 4956, Page 1928 and Instrument No. 98-6044 on 01/26/1974.
Warranty Deed with Vendor's Lien dated 08/05/1974 recorded in Volume 4993, Page 530 on 08/07/1974.
General Warranty Deed with Vendor's Lien dated 12/22/1977 recorded in Volume 6029, Page 26 on 12/23/1977.
Easement dated 01/25/1979 recorded in Volume 8917, Page 857 on 01/29/1979.
Easement dated 01/25/1979 recorded in Volume 8917, Page 859 on 01/29/1979.
Easement dated 06/05/1979 recorded in Volume 8917, Page 853 on 06/06/1979.
Easement dated 07/16/1979 recorded in Volume 8917, Page 855 on 11/28/1984.
Easement dated 05/24/1979 recorded in Volume 8917, Page 861 on 11/28/1984.
Right of Way Easement dated 11/29/1989 recorded in Book 11074, Page 0569 and Instrument No. 89102885 on 11/30/1989.
Easement dated 12/21/1990 recorded in Book 1345, Page 0087 and Instrument No. 91000515 on 12/26/1990.
Warranty Deed dated 12/08/1991 recorded in Book 11586, Page 0852 and Instrument No. 91110578 on 12/18/1991.
Warranty Deed with Vendor's Lien dated 08/28/1999 recorded in Instrument No. 1999098769 on 09/01/1999.
Drainage Easement dated 06/28/2000 recorded in Instrument No. 2000100887 on 06/29/2000.
Special Warranty Deed dated 04/05/2003 recorded in Instrument No. 2003091782 on 04/25/2003.
Drainage Easement dated 08/24/2004 recorded in Instrument No. 2004163233 on 08/25/2004.
Assignment of Assumption Agreement dated 10/22/2010 recorded in Instrument No. 2011042154 on 03/23/2011.
Assignment of Assumption Agreement dated 10/22/2010 recorded in Instrument No. 2011147986 on 10/10/2011.
Meter Right of Way Easement dated 07/03/2014 recorded in Instrument No. 2014105996 on 07/17/2014.
Manville W.S.C. Easement dated 04/05/2023 recorded in Instrument No. 2023045175 on 04/27/2023.
Easement dated 07/27/2023 recorded in Instrument No. 2024026396 on 03/12/2024.



1 Owner Search

BANKRUPTCY INFORMATION

NO OPEN BANKRUPTCIES FOUND ON DG Manor Downs and Dalfen Manor Downs Industrial.

PROBATE INFORMATION

The following parties have been searched for probate: DG Manor Downs Property Owner LP, Manor Downs Business Park Land LLC and Dalfen Manor Downs Industrial.
Results: None found of record.

DISCLAIMER: This report contains information obtained from public records, and being that our company is not the primary provider of such, our company cannot and will not, for the fee charged, be an insurer or guarantor of the accuracy or reliability of said information. Our company does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of services provided. Further, our company's sole liability is limited to the cost of this report only. Our company is not liable to user for any loss or injury arising out of or caused, in whole or in part, by our company's acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services or information contained herein. THIS REPORT IS NOT AN ABSTRACT, OPINION OF TITLE, TITLE COMMITMENT NOR GUARANTEE, OR TITLE INSURANCE POLICY.

LEGAL DESCRIPTION

Being all of that certain tract or parcel of land containing 146.9437 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, Elizabeth Standiford Survey No. 43, Abstract No. 696, Josiah Wilbarger Survey No. 42, Abstract No. 794, and the James Gilleland Survey No. 41, Abstract No. 305, Travis County, Texas, said tract being more particularly described by metes and bounds as follows:
BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 146.9437 ACRES (6,400,869 SQUARE FEET) PARTIALLY OUT OF THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, PARTIALLY OUT OF THE ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, PARTIALLY OUT OF THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, AND PARTIALLY OUT OF THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, ALL IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 10.656 ACRE TRACT CONVEYED TO MANOR DOWNS, LTD. IN DOCUMENT NO. 2011188377 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), BEING ALL OF A CALLED 44.33 ACRE TRACT CONVEYED TO MANOR DOWNS, LP IN VOLUME 10838, PAGE 840 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), BEING ALL OF A CALLED 3.06 ACRE TRACT CONVEYED TO MANOR DOWNS, LP IN VOLUME 10884, PAGE 835 (R.P.R.T.C.T.), BEING ALL OF A CALLED 6.96 ACRE TRACT CONVEYED TO MANOR DOWNS PARTNERS, L.P. IN VOLUME 11251, PAGE 1136 (R.P.R.T.C.T.), BEING ALL OF A CALLED 22.378 ACRE TRACT CONVEYED TO MANOR DOWNS, LTD IN DOCUMENT NO. 2011188383 (O.P.R.T.C.T.), BEING ALL OF A CALLED 44.952 ACRE TRACT CONVEYED TO MANOR DOWNS, L.P. IN DOCUMENT NO. 1999098769 (O.P.R.T.C.T.), BEING ALL OF A CALLED 13.79 ACRE TRACT (EXHIBIT "A," "TRACT 2") CONVEYED TO OSO BAILANDO, LTD. IN DOCUMENT NO. 2003091782 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 0.811 ACRE EASEMENT ESTATE (30-FOOT ACCESS EASEMENT) RECORDED IN VOLUME 11586, PAGE 852 (R.P.R.T.C.T.), AND HAVING BEEN CONVEYED TO OSO BAILANDO, LTD. IN DOCUMENT NO. 2003091782 (O.P.R.T.C.T.), BEING THE REMNANT PORTION OF A CALLED 98.583 ACRE TRACT CONVEYED TO MANOR DOWNS IN VOLUME 10884, PAGE 856 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 146.9437 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING, at a 1-inch iron rod found in the north right-of-way line of Hill Lane (right-of-way varies), being the southeast corner of said 10.656 acre tract, being the southwest corner of a called 25.08 acre tract conveyed to Manor Downs in Volume 10884, Page 862 (R.P.R.T.C.T.), for the southeast corner and POINT OF BEGINNING hereof, from which a 1/2-inch iron rod found in the north right-of-way line of said Hill Lane, for an angle point in the south line of said 25.08 acre tract bears, S61°36'48"E, a distance of 700.87 feet; THENCE, with the north right-of-way line of said Hill Lane and the south line of said 10.656 acre tract, N62°53'19"W, a distance of 452.68 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common south corner of said 10.656 acre tract and said 44.33 acre tract;
THENCE, with the north right-of-way line of said Hill Lane and the south line of said 44.33 acre tract, the following two (2) courses and distances:
1) N62°49'39"W, a distance of 1,189.01 feet to a calculated point for an angle point hereof, and
2) N61°38'35"W, a distance of 883.28 feet to a 3/8-inch iron rod found for an angle point hereof, said point being the common south corner of said 44.33 acre tract and said 3.06 acre tract;
THENCE, with the north right-of-way line of said Hill Lane, in part with the south line of said 3.06 acre tract and in part with the south line of said 6.96 acre tract, N69°53'28"W, passing at a distance of 140.85 feet a calculated point for the common south corner of said 3.06 acre tract and said 6.96 acre tract, and continuing for a total distance of 446.14 feet to a 1/2-inch iron rod found for an angle point



1 Owner Search

hereof, said point being the common south corner of said 6.96 acre tract and said 22.378 acre tract;
THENCE, with the north right-of-way line of said Hill Lane, in part with the south line of said 22.378 acre tract and in part with the east and south lines of said 0.811 acre access easement tract, the following four (4) courses and distances:
1) N70°04'37"W, a distance of 673.72 feet to a 1/2-inch iron rod with "Waterloo" cap found for an angle point hereof,
2) N71°31'33"W, a distance of 223.76 feet to a 1/2-inch iron rod with illegible cap found for an internal ell-corner hereof, said point being the southwest corner of said 22.378 acre tract and being in the east line of said 0.811 acre access easement tract,
3) S30°37'43"W, a distance of 0.62 feet to a calculated point for an external ell-corner hereof, said point being the southeast corner of said 0.811 acre access easement tract, and
4) N70°50'12"W, a distance of 30.61 feet to a calculated point for the southwest corner hereof, said point being the northwest corner of the western terminus of said Hill Lane, being the southwest corner of said 0.811 acre access easement tract, and being in the east line of a called 59.67 acre tract ("Tract 3") conveyed to J.D. Weaver Family Limited Partnership II in Volume 12651, Page 477 (R.P.R.T.C.T.), from which a cotton gin spindle with "Chaparral" washer found for the southwest corner of the western terminus of said Hill Lane, for an angle point in the east line of said 59.67 acre tract, being an angle point in the north line of a called 23.986 acre tract ("Tract 1") conveyed to Travis County, Texas in Document No. 2018017474 (O.P.R.T.C.T.), and being the northwest corner of the remainder of a called 46.21 acre tract ("Tract 1") conveyed to Oso Bailando Ltd. in Document No. 2003091782 (O.P.R.T.C.T.), bears, S30°38'40"W, a distance of 30.43 feet;
THENCE, leaving the north right-of-way line of said Hill Lane, in part with the west line of said 0.811 acre access easement tract, being the west line of said remnant portion of 98.583 acre tract, in part with the west line of said 13.79 acre tract, and with the east line of said 59.67 acre tract, N30°38'40"E, passing at a distance of 1,180.24 a 1/2-inch iron rod found for the northwest corner of said 0.811 acre access easement tract, being the southwest corner of said 13.79 acre tract, and continuing for a total distance of 1,839.94 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being the northwest corner of said 13.79 acre tract, and being the southwest corner of a called 13.918 acre tract ("Tract 2") conveyed to SARVI, LLC, in Document No. 2004179709 (O.P.R.T.C.T.), from which a 1/2-inch iron rod with "Waterloo" cap found for the northeast corner of said 59.67 acre tract, for the northwest corner of said 13.918 acre tract, and for an angle point in the south line of a called 52.0 acre tract ("Tract 1") conveyed to J.D. Weaver Family Limited Partnership II in Volume 12651, Page 477 (R.P.R.T.C.T.) bears, N30°38'40"E, a distance of 662.30 feet;
THENCE, with the common line of said 13.79 acre tract and said 13.918 acre tract, S61°59'41"E, a distance of 911.76 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the northeast corner of said 13.79 acre tract, being the southeast corner of said 13.918 acre tract, being the northwest corner of said 44.952 acre tract, and being the most southerly southwest corner of a called 247.500 acre tract ("Tract 1") conveyed to SARVI, LLC in Document No. 2004179709 (O.P.R.T.C.T.);
THENCE, with the common line of said 44.952 acre tract and said 247.500 acre tract, S62°04'16"E, a distance of 2,865.75 feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being the common east corner of said 44.952 acre tract and said 247.500 acre tract, also being in the west line of a called 81.726 acre tract conveyed to YAJAT, LLC in Document No. 2005143055 (O.P.R.T.C.T.), from which a 1-inch iron rod found for the common north corner of said 247.500 acre tract and said 81.726 acre tract, being in the south right-of-way line of Gregg Manor Road (right-of-way varies), bears, N27°12'44"E, a distance of 2,559.65 feet;
THENCE, in part with the east line of said 44.952 acre tract, in part with the west line of said 81.726 acre tract, in part with the east line of said 10.656 acre tract, and in part with the west line of said 25.08 acre tract, the following two (2) courses and distances:
1) S27°12'44"W, a distance of 525.25 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common west corner of said 81.726 acre tract and said 25.08 acre tract, and
2) S27°12'57"W, at a distance of 144.88 feet passing a calculated point for the common east corner of said 44.952 acre tract and said 10.656 acre tract, continuing for a total a distance of 1,099.40 to the POINT OF BEGINNING and containing 146.9437 Acres (6,400,869 Square Feet) of land, more or less.
LESS AND EXCEPT
DESCRIPTION OF 0.560 ACRE (24,388 SQUARE FEET) OF LAND BEING OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63. IN TRAVIS COUNTY, TEXAS, SAID 0.560 ACRE TRACT OF LAND BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND CONVEYED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 0.560 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;
BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR THE NORTHWESTERLY CORNER OF SAID TRACT AND FOR THE SOUTHWESTERLY CORNER OF A CALLED 81.726 ACRE TRACT OF LAND CONVEYED TO YAJAT, LLC, RECORDED IN DOCUMENT NO. 2005143055, O.P.R.T.C.T., ALSO BEING IN A SOUTHEASTERLY LINE OF A 148.9437 ACRE TRACT OF LAND CONVEYED TO DO MANOR DOWNS PROPERTY OWNER, LP, RECORDED IN DOCUMENT NOS, 2021159617 AND 2021159618, O.P.R.T.C.T.,
THENCE, S 72° 08' 25" E. WITH THE COMMON LINE OF SAID TRACT 1 AND SAID 81.726 ACRE TRACT OF LAND, A DISTANCE OF 938.20 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEASTERLY CORNER OF SAID TRACT 1, THE SOUTHEASTERLY CORNER OF SAID 81.726 ACRE TRACT OF LAND, THE SOUTHWESTERLY CORNER OF A CALLED 64.5417 ACRE TRACT OF LAND CONVEYED TO MANOR ISD, RECORDED IN DOCUMENT NO 901144922, O.P.R.T.C.T., ALSO BEING THE NORTHWESTERLY CORNER OF A CALLED 24.810 ACRE TRACT OF LAND CONVEYED TO CH DOF I-RANGEWATER MF AUSTIN MANOR, LP, RECORDED IN DOCUMENT NO. 2022094205, D.P.R.T.C.T., ALSO BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
THENCE S 27° 30' 51" W, WITH THE COMMON LINE OF SAID TRACT 1 AND SAID 24.810 ACRE TRACT OF LAND, A DISTANCE OF 26.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED BCG SET FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR REFERENCE BEARS, S 27° 30' 51" W, A DISTANCE OF 1239.42 FEET;
THENCE N 72° 08' 25" W, OVER AND ACROSS SAID 25.08 ACRE TRACT OF LAND, A DISTANCE OF 938.07 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED BCG SET IN THE COMMON LINE OF SAID TRACT 1 AND SAID 146.9437 ACRE TRACT OF LAND FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 3/8-INCH IRON ROD FOUND FOR REFERENCE BEARS, S 27 13 57 W, A DISTANCE OF 1073.18 FEET;