

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DRAINAGE EASEMENT

DATE: March 6, 2026

GRANTOR: River City partners Ltd.,
a Texas Limited Partnership

GRANTOR'S ADDRESS (including county):

P.O. Box 4648
Austin, Texas 78751
Travis County

GRANTEE: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation situated in the county of Travis

GRANTEE'S ADDRESS (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 0.983-acre drainage easement (approximately 42,813 square feet), being a portion of Lot 1A, the Replat of Lot 1, Riata Ford Manor, a subdivision of record in Document No. 202300218 of the Official Public Records of Travis County, Texas, and conveyed to River City Partners, Ltd. in a Special Warranty Deed dated June 1, 2005 and recorded in Document No. 2005128121 of the Official Public Records of Travis County, Texas, said 0.983 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein as if fully set forth herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and

purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement expressly granted herein is for the purposes of: (a) operation, use, maintenance, repair, inspection replacement, and restoration of any drainage and detention facilities, including without limitation underground drainage pipes, swales, berms, ponds and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the Easement Property (collectively, the “Facilities”), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property; and (b) drainage and detention of natural storm water in, over, under, through and across the Easement Property.

GRANT OF EASEMENT: GRANTOR for the Consideration paid to GRANTOR, does hereby GRANTS, SELLS AND CONVEYS and by these presents does GRANT, SELL AND CONVEY unto GRANTEE and GRANTEE’S successors and assigns an exclusive, perpetual drainage easement in, over, under, through and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the “Easement”).

COVENANTS AND CONDITIONS: The Easement granted is subject to the following covenants and conditions:

1. GRANTOR reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent GRANTEE’S use of the Easement Property as provided herein. Specifically, and without limiting the generality of the forgoing, GRANTOR has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent GRANTEE’S use of the Easement Property as provided herein. But, GRANTOR may not construct any buildings or similar improvements on the Easement Property. GRANTOR shall be responsible for the cost of replacing such improvements in the event the GRANTEE removes or alters the improvement to exercise GRANTEE’S rights hereunder.
2. GRANTOR shall be responsible for maintenance, repair, replacement, and restoration of the Facilities. If GRANTOR fails to maintain the Facilities, GRANTEE may, but shall not be required to, maintain the Facilities with reimbursement of GRANTEE’S costs to maintain the Facilities by GRANTOR.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
4. The Easement and the rights of GRANTEE hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of GRANTEE hereunder must include an express assumption by the

assignee of the obligations set forth herein.

5. Any amendment or modification of this instrument must be in writing and duly executed and delivered by GRANTOR and GRANTEE, or their respective successors and assigns.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, GRANTOR, GRANTEE, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, subject to the exceptions set forth above.

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

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

River City Partners Ltd., a Texas Limited Partnership

By: _____

Name: Lee Raines

Title: CFO

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 _____, 20__, personally appeared Lee Raines, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

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 _____, 20____, personally appeared Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, as 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

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
Easement Property

[Attached]

DRAFT



PORTION OF
LOT 1A, THE REPLAT OF LOT 1,
RIATA FORD MANOR
(DRAINAGE EASEMENT)

0.983 ACRES
CITY OF MANOR, TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 0.983 ACRES (APPROXIMATELY 42,813 SQ. FT.), BEING A PORTION OF LOT 1A, THE REPLAT OF LOT 1, RIATA FORD MANOR, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202300218 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO RIVER CITY PARTNERS, LTD. IN A SPECIAL WARRANTY DEED DATED JUNE 1, 2005 AND RECORDED IN DOCUMENT NO. 2005128121 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.983 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southeast right-of-way line of Gregg Manor Road (variable width right-of-way), same being the northwest line of said Lot 1A, for the most western northwest corner of the herein described tract, from which a 1/2" rebar with "Chaparral" cap found for the northwest corner of Lot 1A bears North 12°18'23" East, a distance of 846.76 feet;

THENCE, over and across Lot 1A, the following two (2) courses and distances:

1. **South 82°06'06" East**, a distance of **878.38 feet** to a calculated point for an interior ell-corner of the herein described tract;

2. **North 10°17'01" East**, a distance of **810.96 feet** to a calculated point in the northeast line of Lot 1A, same being the southwest line of a called 1.371 acre tract described in Volume 11201, Page 2362 of the Real Property Records of Travis County, Texas, from which a 1/2" rebar with "Chaparral" cap found for an angle point in the common line of Lot 1A and said 1.371 acre tract bears North 71°43'49" West, a distance of 156.07 feet;

THENCE South 71°43'49" East, with the common line of Lot 1A and the 1.371 acre tract, a distance of **25.25 feet** to a 1/2" rebar found for the northeast corner of Lot 1A, same being the south corner of the 1.371 acre tract;

THENCE South 10°17'01" West, a distance of **831.43 feet** to a 1/2" rebar with "Chaparral" cap found for the southeast corner of Lot 1A and the herein described tract, same being the northeast corner of Lot 1, Manor Apartments, a subdivision of record in Document No. 202100145 of the Official Public Records of Travis County, Texas;

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.983 ACRES (APPROXIMATELY 42,813 SQ. FT.),
 BEING A PORTION OF LOT 1A, THE REPLAT OF LOT 1, RIATA FORD MANOR,
 A SUBDIVISION OF RECORD IN DOCUMENT NO. 202300218
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

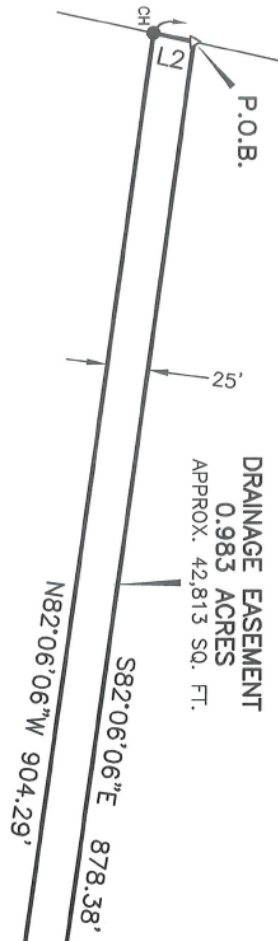


GREGG MANOR ROAD
 (VARIABLE WIDTH R.O.W.)
 (2005078669) (201200083)
 N12°18'23"E 871.83'
 846.76'

LOT 1A
 THE REPLAT OF LOT 1
 RIATA FORD MANOR
 (202300218)
 RIVER CITY PARTNERS, LTD.
 (2005128121)

JAMES MANOR
 ABS NO. 546

SHEET 1 MATCH LINE
 SHEET 2



BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF
 1983 (NAD83), CENTRAL ZONE, BASED ON GPS
 SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS)
 ON-LINE POSITIONING USER SERVICE (OPUS)
 ATTACHMENTS: METES AND BOUNDS DESCRIPTION
 1565-003-DE

LOT 1
 MANOR APARTMENTS
 (202100145)



DATE OF SURVEY: 06/08/2023
 PLOT DATE: 03/12/2026
 DRAWING NO.: 1565-003-DE
 PROJECT NO.: 1565-003
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: PAQ
 SHEET 1 OF 2

N10°17'01"E 810.96'

