

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: April 11, 2023

GRANTOR: Peter A. Dwyer

GRANTOR'S ADDRESS (including county):

9900 HWY 290 East
Manor, Texas 78653

GRANTEE: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

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 0.281 acre drainage easement located in Travis County, Texas, as more particularly described 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, inspection 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:

Peter A. Dwyer
4/11/2023

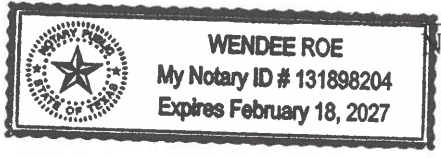
By: Peter A. Dwyer

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 11 day of April, 2023, personally appeared Peter A. Dwyer 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)



Wendee Roe
Notary Public-State of Texas

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

P

EXHIBIT "A"
Easement Property

[Attached]

②

0.281 ACRE
JAMES MANOR SURV(S), A-528 & 546
MANOR, TRAVIS COUNTY, TX

FILE NO:2023.068
PROJECT: 617.003003-EX1
DATE: 04/07/2023

DESCRIPTION

0.281 ACRE OUT OF THE JAMES MANOR SURVEYS, ABSTRACT NO(S). 528 AND 546 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 12, BLOCK C, WILDHORSE CREEK COMMERCIAL, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200500205, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.281 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2-inch iron rod found in the west right-of-way line of FM 973 (100' r.o.w.), being the southeast corner of Lot 11, Block C of said Wildhorse Creek Commercial, of said Official Public Records, also being an angle point in the east line of said Lot 12;

THENCE, S10°55'25"W, along said west right-of-way line, being the east line of said Lot 12, a distance of 47.60 feet to a calculated point, being the **POINT OF BEGINNING** and northeasterly corner hereof;

THENCE, continuing along said west right-of-way line, being the east line of said lot 12, the following two (2) courses and distances;

1. S10°55'25"W, a distance of 300.62 feet to a TXDOT Monument Type I found at the point of curvature of a curve to the left;
2. Along said curve, having a radius of 5779.58 feet, a central angle of 01°14'13", an arc length of 124.49 feet, and a chord which bears S10°26'19"W, a distance of 124.49 feet to a calculated point at the end of said curve, for the southeasterly corner hereof;

THENCE, leaving said west right-of-way line, over and across said Lot 12, the following two (2) courses and distances:

1. N79°04'35"W, a distance of 147.87 feet to a calculated point, for an angle point;
2. S70°55'25"W, a distance of 35.80 feet to a calculated point in the north line of that certain 41.897 acre tract conveyed to Wild Horse Creekside Commercial, LP, by Deed of record in Document No. 2004189786, of said Official Public Records, being the south line of said Lot 12, for an angle point;

THENCE, N79°42'56"W, along the north line of said 41.897 acre tract, being the south line of said Lot 12, a distance of 40.79 feet to a calculated point, for the southwesterly corner hereof;

THENCE, leaving said north line of said 41.897 acre tract, over and across said Lot 12, the following five (5) courses and distances:

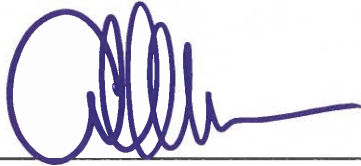
1. N70°55'25"E, a distance of 76.71 feet to a calculated point, for an angle point;
2. S79°04'35"E, a distance of 132.88 feet to a calculated point at the beginning of a non-tangent curve to the right;



3. Along said curve, having a radius of 5799.58 feet, a central angle of $01^{\circ}01'57''$, an arc length of 104.51 feet, and a chord which bears $N10^{\circ}32'22''E$, a distance of 104.51 feet to a calculated point at the end of said curve;
4. $N10^{\circ}55'25''E$, a distance of 300.55 feet to a calculated point, for the northwesterly corner hereof;
5. $S79^{\circ}12'24''E$, a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.281 acre (12,234 square feet) of land.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83 (2011), CENTRAL ZONE, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



ABRAM C. DASHNER
TEXAS RPLS 5901
MANHARD CONSULTING
TBPLS FIRM NO. 10194754



BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 83), UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK.

LEGEND

- = FOUND 1/2-INCH IRON ROD
- ◻ = FOUND TXDOT TYPE I MONUMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING

LOT 11
BLOCK C
WILDHORSE CREEK
COMMERCIAL
DOC. NO. 200500205

LOT 12
BLOCK C
WILDHORSE CREEK
COMMERCIAL
DOC. NO. 200500205

LOT 12, BLOCK C
WILDHORSE CREEK
COMMERCIAL
DOC. NO.
200500205

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°55'25"W	35.80'
L2	N79°42'56"W	40.79'
L3	N70°55'25"E	76.71'
L4	S79°12'24"E	20.00'

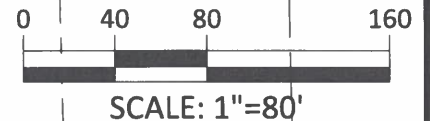
CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°14'03"	5779.58'	124.49'	S10°26'19"W	124.49'
C2	1°01'57"	5799.58'	104.51'	N10°32'22"E	104.51'
C3	0°09'28"	5779.58'	15.90'	S09°44'34"W	15.90'

0.281 ACRE
(12,234 SQ. FT.)



F.M. 973
(100' R.O.W.)

WILD HORSE CREEKSIDE COMMERCIAL, LP
41.897 ACRES
DOC. NO. 2004189786



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6448 E Highway 290, Ste. B-105, Austin, TX 78723 ph:512.244.3395 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

0.281 ACRE- JAMES MANOR SURV(S), A-528 & 546

11725 MURCHISON ST., MANOR, TX 78653

DRAINAGE EASEMENT

DATE: 4/7/23	DRAWN BY: PWP	SCALE: 1"=80'	CODE: 2023.068
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Dwg Name: P:\617.003 Dwyer Realty Companies\003 11725 Murchison St.dwg\Surv\Final Drawings\Exhibits_Surv\EX1-Drainage.dwg Updated By: adashner 13:25

