

**WATER LINE EASEMENT DONATION AGREEMENT BETWEEN
CITY OF MANOR AND H. DALTON WALLACE**

WHEREAS, the City of Manor, Texas, a home-rule municipality (“City”) currently needs to acquire a permanent water line easement across certain lands owned by H. Dalton Wallace (“Wallace”) for purposes of effectuating the City’s Northern waterline extension public works project; and

WHEREAS, the needed water line easement consists of that certain 17,911 square foot parcel of land located in Travis County, Texas, being identified with particularity by metes and bounds and survey plat in Exhibit “A,” attached hereto and incorporated herewith for all purposes as if fully set out, with such 17,911 square foot parcel being referred to hereafter as the “Water Line Easement;” and

WHEREAS, Wallace is willing to donate the Water Line Easement to the City pursuant to the terms set out below; and

WHEREAS, in consideration of Wallace’s willingness to donate the Water Line Easement, the City is willing to make certain accommodations for Wallace in development of Wallace’s construction of City-authorized public infrastructure in the adjacent Okra Subdivision.

NOW, THEREFORE, for the mutual considerations described herein, the City and Wallace hereby make this Water Line Easement Donation Agreement (“Agreement”):

1. **Wallace to donate Water Line Easement.** Wallace hereby agrees to donate the Water Line Easement to the City in the form of Exhibit “B,” attached hereto and incorporated by reference as if fully set out.

2. **Use of City’s sales tax exemption.** In consideration, City hereby agrees that Wallace shall be allowed to utilize the City’s sales tax exemption for certain purchases related to acquisition and construction of City-authorized public infrastructure within the adjacent Okra Subdivision located along North FM 973 on the following terms:

- (a) City shall be responsible for placing all orders for materials and services directly related to the construction or improvement of City-authorized public infrastructure within the Okra Subdivision in an amount not to exceed \$700,000.00 in accordance with Texas State Comptroller Rule 3.291. If Wallace has not timely reimbursed the City or paid a previous invoice, City reserves the right to withhold placement of any further orders for materials and services until the City has been reimbursed or a previous invoice has been paid.
- (b) Wallace agrees that all labor, materials, supplies and equipment will be completely consumed at the project jobsite for the Okra Subdivision.

- (c) Wallace understands that Wallace will be liable for payment of sales and use taxes which may become due for failure to comply with the provisions of the Texas Tax Code.
- (d) Wallace further understands that it is a criminal offense to give an exemption to a contractor for taxable items that Wallace knows, at the time of purchase, will be used in a manner other than that expressed in this Agreement and depending on the amount of tax evaded, the offense may range from a Class B misdemeanor to a felony of the second degree.
- (e) Wallace shall be responsible for paying all invoices associated with such purchases.
- (f) City agrees to allow Wallace to utilize the City's sales tax exemption for these purchases, in accordance with applicable state, federal and local laws.
- (d) Wallace shall reimburse City or pay vendors directly, as determined by the City's procurement procedures.
- (e) All purchases must be pre-approved by the City and used solely within the Okra Subdivision.

3. **Wallace removal of overhead utility lines.** In addition, Wallace and the City further agree that Wallace shall use the sales tax exemption proceeds received hereunder to the fullest extent necessary to fund the removal of overhead utility lines along the portions of the Okra Subdivision that are adjacent to the North FM 973 and Old Manor-Taylor Road rights-of-way, and to install underground utilities in the place of said overhead utility lines before the City issues any of a certificates of occupancy for residential construction.

4. **Timing of donation conveyance.** Wallace hereby agrees to fully execute the Water Line easement form attached as Exhibit "B" and deliver the original to the City within ten (10) days of the effective date of this Agreement.

5. **Effective date.** This agreement shall be effective as of the last date of signature reflected below.

[signature pages follow]

H. DALTON WALLACE

By: _____
H. Dalton Wallace

Date: _____

CITY OF MANOR, TEXAS,
A home-rule municipality

By: _____
Scott Moore, City Manager

Date: _____

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

EXHIBIT “A”



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

WATER LINE EASEMENT METES AND BOUNDS DESCRIPTION

BEING 0.4112 OF ONE ACRE (17,911 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE SUMNER BACON SURVEY NO. 62 IN TRAVIS COUNTY, TEXAS BEING A PORTION OF A CALLED 5.208 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO H. DALTON WALLACE RECORDED IN DOCUMENT NO. 2010160070 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found at the intersection of the curving existing Easterly Right-of-Way line of Farm-to-Market Road 973 (FM 973) (200' wide Right-of-Way) and the existing Northerly Right-of-Way line of Schmidt Loop (80' wide Right-of-Way) for the Southwesterly corner of said 5.208 acre tract;

THENCE South 62°33'11" East, with the Southerly line of said 5.208 acre tract, common with the existing Northerly Right-of-Way line of said Schmidt Loop, a distance of 37.19 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE **North 27°29'46" East** over and across said 5.208 acre tract, a distance of **895.58** feet to a Calculated Point in the Northerly line of said 5.208 acre tract, common with the Southerly line of Lot 2, Block A, VICTOR GARCIA SUBDIVISION a subdivision of record in Document No. 202200135 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found in the Northerly line of said 5.208 acre tract being the Northwest corner of said Lot 2, common with the Southeast corner of Lot 3, Block A, said VICTOR GARCIA SUBDIVISION, bears North 62°32'21" West, a distance of 264.41 feet;

THENCE **South 62°32'21" East** with the Northerly line of said 5.208 acre tract, common with the Southerly line with said Lot 2, a distance of **20.00** feet to a TxDOT Type I monument found in the existing Westerly Right-of-Way line of said Schmidt Loop, for the Northeast corner of said 5.208 acre tract, common with the Southeast corner of said Lot 2;

THENCE **South 27°29'46" West** with the Easterly line of said 5.208 acre tract, common with the existing Westerly Right-of-Way line of said Schmidt Loop, a distance of **895.57** feet to a Calculated Point at a reentrant corner of the Westerly Right-of-Way line of said Schmidt Loop, being the Southeast corner of said 5.208 acre tract;



THENCE North 62°33'11" West with the Southerly line of said 5.208 acre tract, common with the existing Northerly Right-of-Way line of said Schmidt Loop, a distance of **20.00** feet to the **POINT OF BEGINNING** and containing 0.4112 of one acre (17,911 Square Feet) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are grid values represented in U.S. Survey Feet.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even cate. The field work was completed In September 2025.


10-17-2025
Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048



Job Number: 25-046

Attachments: "K:\2025\25046 - COM Dalton WL Easement\CAD\DWGs\25046 COM DALTON WL EASEMENT.dwg "

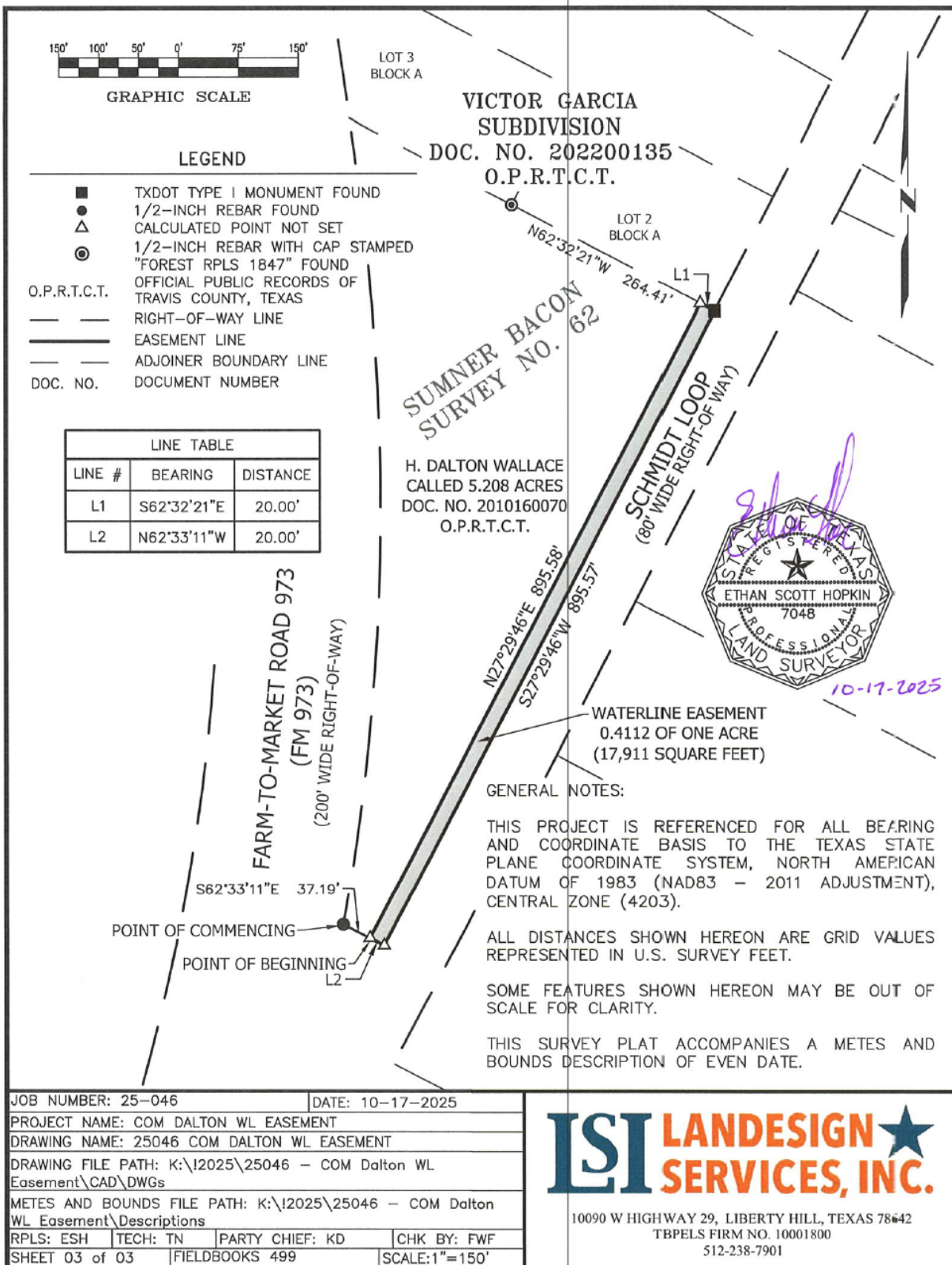


EXHIBIT “B”

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 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WATER LINE EASEMENT

DATE: _____, 2026

GRANTOR: **H. Dalton Wallace**

GRANTOR'S MAILING ADDRESS (including County):

**9505 Johnny Morris Rd
Austin, Travis County, TX 78742**

GRANTEE: **City of Manor, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):

**105 E Eggleston St.
Manor, Travis County, TX 78653**

LIENHOLDER: _____

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

EASEMENT PROPERTY:

A 17,911 square foot tract of land situated in Travis County, Texas, being a portion of a called 5.208 acre tract of land described in a general warranty deed to H. Dalton Wallace recorded in document No. 2010160070 of the official public records of Travis County, Texas, with such 17,911 square foot tract of land described with particularity by metes and bounds and sketch in Exhibit "A," attached hereto and incorporated by reference as if fully set out (the "Easement Property").

EASEMENT PURPOSE: The easement shall be used for the purpose of installation, operation, use, maintenance, repair, inspection, replacement, and restoration of water facilities, including without limitation water lines and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the EASEMENT PROPERTY by GRANTOR (collectively, the "Facilities"), together with a right of ingress and egress to and from same, 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 unto Grantee and Grantee's successors and assigns a perpetual access easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

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

1. Grantor reserves the right to place, construct, operate, repair, replace and maintain driveways and utility lines ("authorized improvements") on, 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 and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining authorized improvements. But, Grantor may not construct any buildings, obstructions, or similar improvements on the Easement Property. Grantor shall be responsible for the cost of replacing such unauthorized improvements, but Grantee shall be responsible for the cost of replacing any authorized improvements in the event the Grantee removes or alters said authorized improvements to exercise Grantee's rights hereunder.

2. 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.

Grantee shall restore the surface of Grantor's property to its previous physical condition to the extent reasonably feasible in Grantee's sole determination if changed by use of the rights granted herein.

The covenants, terms and conditions of this Water Line Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective 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.

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

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

GRANTOR:

H. DALTON WALLACE

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared H. Dalton Wallace, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

(SEAL)

Notary Public State of Texas

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

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 2026, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, 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 PLEASE RETURN TO:

City of Manor

Attn: City Secretary

105 E. Eggleston Street

Manor, Texas 78653

EXHIBIT “A”



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

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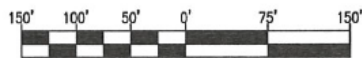
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even cate. The field work was completed In September 2025.


10-17-2025
Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048



Job Number: 25-046

Attachments: "K:\2025\25046 - COM Dalton WL Easement\CAD\DWGs\25046 COM DALTON WL EASEMENT.dwg "



GRAPHIC SCALE

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- 1/2-INCH REBAR FOUND
- △ CALCULATED POINT NOT SET
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED
- "FOREST RPLS 1847" FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- — RIGHT-OF-WAY LINE
- — EASEMENT LINE
- — ADJOINER BOUNDARY LINE
- DOC. NO. DOCUMENT NUMBER

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S62°32'21"E	20.00'
L2	N62°33'11"W	20.00'

FARM-TO-MARKET ROAD 973
(FM 973)
(200' WIDE RIGHT-OF-WAY)

S62°33'11"E 37.19'
POINT OF COMMENCING
POINT OF BEGINNING
L2

LOT 3
BLOCK A

VICTOR GARCIA
SUBDIVISION
DOC. NO. 202200135
O.P.R.T.C.T.

LOT 2
BLOCK A

SUMNER BACON
SURVEY NO. 62

H. DALTON WALLACE
CALLED 5.208 ACRES
DOC. NO. 2010160070
O.P.R.T.C.T.

SCHMIDT LOOP
(80' WIDE RIGHT-OF-WAY)



WATERLINE EASEMENT
0.4112 OF ONE ACRE
(17,911 SQUARE FEET)

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 25-046 DATE: 10-17-2025

PROJECT NAME: COM DALTON WL EASEMENT

DRAWING NAME: 25046 COM DALTON WL EASEMENT

DRAWING FILE PATH: K:\J2025\25046 - COM Dalton WL Easement\CAD\DWGs

METES AND BOUNDS FILE PATH: K:\J2025\25046 - COM Dalton WL Easement\Descriptions

RPLS: ESH TECH: TN PARTY CHIEF: KD CHK BY: FWF

SHEET 03 of 03 FIELDBOOKS 499 SCALE: 1"=150'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901