

AGREEMENT REGARDING WASTEWATER EASEMENT

This AGREEMENT REGARDING WASTEWATER EASEMENT (“Agreement”) effective the last date of execution by the Parties below (“Effective Date”), is made and entered into by and between Sabina Fernandez and Sergio Fernandez (collectively, “Owner”) and the City of Manor, a Texas home rule municipality (“City”) Owner and City may hereafter be referred to jointly as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, Owner is the owner of Lot 4, Block 55, Town of Manor, per plat thereof recorded in Volume V, Page 796, Plat Records, Travis County, Texas (the “Property”);

WHEREAS, City is the owner of that certain wastewater line located along northeast boundary of the Property and Old State Hwy 20 (the “Wastewater Line”);

WHEREAS, City constructed the Wastewater Line within the right-of-way shown in the Town of Manor plat recorded in Volume V, Page 796, of the Plat Records, Travis County, Texas (the “ROW”);

WHEREAS, in accordance with a Property survey, Owner is constructing a structure that encroaches on the location of the Wastewater Line;

WHEREAS, Owner disputes that the wastewater line is located within the right-of-way and instead asserts that the Wastewater Line is located on Owner’s Property;

WHEREAS, the Owner acknowledges and understands that there are legal processes that must be followed for the City to close, abandon, release and convey right-of-way and that this Agreement does not close, abandon, release, or convey the ROW;

WHEREAS, this Agreement does is not intended to resolve the location of the ROW in relation to the Owner’s Property; and

WHEREAS, the Parties are resolving the dispute by the Owners granting the City a Wastewater Easement, to the extent of Owner’s interest, and the City granting the Owner a side setback variance so that the Owner may construct the structure contemplated;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and other good and valuable consideration hereinafter set forth, and to resolve and forgo finally and fully any potential claims the Parties could make in the future, the Parties hereby agree as follows.

ARTICLE I. AGREEMENT TERMS

1.01. To the extent Owner has ownership and interest in the portion of the Property where the Wastewater Line Easement is located, Owner agrees to grant up to a fifteen foot (15’)

wastewater line easement (the “Wastewater Line Easement”) in a form acceptable to the City. City agrees to pay all costs related to the preparation of the Wastewater Line Easement instrument and metes and bounds description.

- 1.02. In exchange for the wastewater line easement, City agrees to grant a variance for the Property consisting of a five foot (5’) side setback so that the Owner may construct the structure contemplated. The variance will not be effective until the Owners conveys the Wastewater Line Easement to the City.

ARTICLE II. NO ADMISSION OF LIABILITY

- 2.01 This Agreement is not, and shall not in any way be construed to be an admission by the Parties that they have acted wrongfully and/or illegally in any manner, and the Agreement set forth herein shall not be construed by any person, or in any court, agency or tribunal whatsoever, as a present or past admission of liability, and shall not be used by any Party, in any regulatory, judicial or legislative arena, as evidence of any wrongdoing or illegal conduct.

ARTICLE III. GOVERNING LAW

- 3.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective, duly authorized representatives on the day and year below written.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

OWNER

Sabine Fernandez

Date: _____

OWNER

Sergio Fernandez

Date: _____