

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.

UTILITY EASEMENT --
WATER UTILITIES

DATE: _____, 2023

GRANTOR: **Shadowglen Golf, L. P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):
 12801 Lexington Street, Manor, Travis County, Texas 78653-3333

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):
 105 E. Eggleston, Manor, Travis County, Texas 78653

LIENHOLDER: _____

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

PROPERTY:

A fifteen foot (15') wide utility easement, containing 450 square feet, more or less,
located in Travis County, Texas, said easement being more fully described in Exhibit
"A", attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water mains, lines and pipes, and the supplying of water utility service or other such utility services in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the 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 Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.
2. This Utility 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 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.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

The covenants and terms 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 bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

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

GRANTOR:

Shadowglen Golf, L. P.
a Texas limited partnership

By: _____

Name: _____

Title: _____

ACCEPTED BY:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, as _____ of Shadowglen Golf, L. P., a Texas limited partnership, in the capacity and on behalf of said partnership, for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this ____ day of _____, 2023, by personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me 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
My commission expires: _____

Project Name: Gregg Manor GST & Pressurization Facility
Owner Name: Shadowglen Golf, L. P.
TCAD PID No.: 88815

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

City of Manor Utility Easement – Water – 03/2023

Exhibit A