

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.

ELECTRIC, WATER AND LIFT STATION EASEMENT

DATE: _____, 2024

GRANTOR: **OKRA LAND INC.**, a Texas corporation, including its successors and assigns

GRANTOR'S MAILING ADDRESS (including county):

Okra Land Inc.
9505 Johnny Morris Road
Austin, Texas 78724
Travis County

GRANTEE: **CITY OF MANOR**, a Texas home-rule municipal corporation, including its successors and assigns

GRANTEE'S MAILING ADDRESS (including county):

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

LIENHOLDER: **NONE**

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

PROPERTY:

Tract 1: A 0.312 acre electric and water easement tract (approximately 13,594 Sq. Ft.) located in the Sumner Bacon Survey No. 62, Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed 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; and

Tract 2: A 0.229 acre lift station easement tract (approximately 9,985 Sq. Ft.) located in the Sumner Bacon Survey No. 62, Travis County, Texas, as more particularly described in Exhibit "B" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "B" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

Tracts 1 and 2 are collectively referred to herein as the "Property."

EASEMENT PURPOSE: The electric and water easement and lift station easement are dedicated to the public and shall be used solely for the purpose of placing, constructing, installing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, installed, operated, repaired, maintained, rebuilt, replaced, relocated and removed a lift station, structures, related facilities and appurtenances, and making connections thereto, or improvements reasonably necessary and useful for water mains, lines and pipes, and for the supplying of water service in, upon, under and across the Property; and structures, related facilities and appurtenances, and making connections thereto, or improvements reasonably necessary and useful for the supplying of electric service in, upon, under and across the Property; and for maintaining the Property by clearing and removing vegetation, litter, and debris (collectively, the “Facilities”).

EXCEPTIONS TO WARRANTY: This conveyance is made and accepted subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, or apparent on the ground to the extent that the same are in effect and validly enforceable against the Easement Property.

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, and subject to the Exceptions to Warranty, does hereby grants, sells, and conveys unto Grantee and Grantee’s successors and assigns a permanent, electric and water easement and a lift station easement (collectively the “Easement”) in upon, over, on, under, above and across the Easement Property more fully described and as shown in Exhibits “A” and “B” attached hereto for the Easement Purpose.

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

1. The Easement and the rights granted herein are exclusive, subject to all of the terms hereof.
2. The duration of the Easement is perpetual.
3. 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, so long a 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. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvements to exercise Grantee’s rights hereunder.
4. 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, 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. 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 successors 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.

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

[Separate signature pages follow this page.]

GRANTOR:

Okra Land, Inc.,
a Texas Corporation

By: _____
Dalton H. Wallace, President

THE STATE OF TEXAS

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§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____ 2024, by Dalton H. Wallace, as President of Okra Land, Inc., a Texas corporation, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2024.

(SEAL)

Notary Public - State of Texas
My commission expires: _____

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 _____ 2024, personally appeared Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, Texas, 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.

(SEAL)

Notary Public - State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

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

Exhibit "A"

[ATTACHED]

Exhibit “B”

[ATTACHED]