

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.

ACCESS EASEMENT

DATE: Sept 16th, 2025

GRANTOR: **13400 Highway 290 AGV, LLC, a Texas limited liability company**

GRANTOR'S MAILING ADDRESS (including County):

**1910 Stoneridge Terrace
Austin, Travis County, Texas 78746-7751**

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

GRANTEE'S MAILING ADDRESS (including County):

105 Eggleston Drive, 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 1,420 square foot access easement tract of land situated in Travis County, Texas, being a portion of Lot 3, Block KK, Presidential Glen, Phase 1A, a plat of record in Document No. 200700238, of the Official Public Records of Travis County Texas, with such 1,420 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 free and uninterrupted access and the right of ingress and egress over and across the Easement Property for emergency vehicles.

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 non-exclusive, 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. Grantor's rights shall include the right to remove any surface paving improvements installed by Grantee within the Easement Property in order to facilitate Grantor's re-paving of same, at Grantor's sole cost, in conjunction with Grantor's development of Grantor's surrounding property, so long as Grantee's use of the Easement Property is not impaired. 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. Grantor shall also be allowed to replace any required landscaping that would otherwise need to be placed within the Easement Property area to an area elsewhere on Grantor's property with Grantee's approval, so long as such replaced landscaping is otherwise in accordance with the development regulations of Grantee.

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.

Notwithstanding anything herein to the contrary, Grantee shall (a) restore Grantor's property, real or otherwise, damaged by Grantee as a result of Grantee's negligence, and (b) restore the property adjacent to the Easement 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 Access 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 easements

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:

**13400 Highway 290 AGV, LLC,
A Texas limited liability company**

By: 
Daniel Walker, Manager

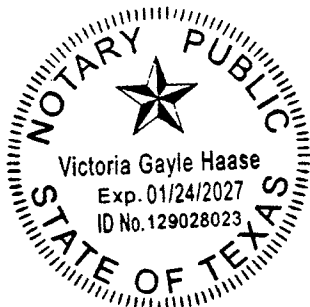
STATE OF TEXAS §

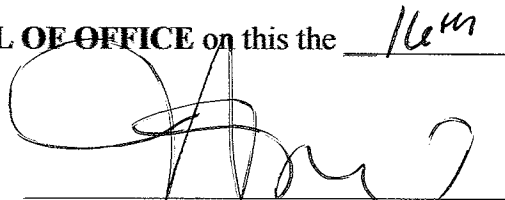
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Daniel Walker, Manager, 13400 Highway 290 AGV, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he has authority to bind the entity named herein and 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 16th day of September, 2025.

(SEAL)




Notary Public-State of Texas

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:

**13400 Highway 290 AGV, LLC,
A Texas limited liability company**

By: _____

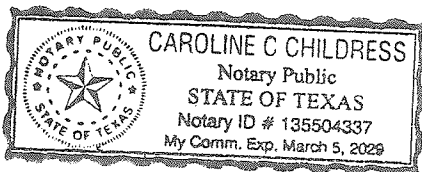
Stephen Gibson, Manager

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 Stephen Gibson, Manager, 13400 Highway 290 AGV, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he has authority to bind the entity named herein and 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 23rd day of September, 2025.

(SEAL)



Notary Public-State of Texas

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS

COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2025, 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

Project: Presidential Glen Lift Station #7
Parcel No. 3
TCAD ID No.: 756084

AFTER RECORDING PLEASE RETURN TO:
City of Manor
105 Eggleston
Manor, Texas 78653

FIELD NOTES FOR A 1,420 SQUARE FOOT ACCESS EASEMENT:

Being a 1,420 square foot tract of land out of Lot 3, Block KK, Presidential Glen, Phase 1A, a plat of record in Document No. 200700238, of the Official Public Records of Travis County, Texas. Said 1,420 square foot tract as shown hereon being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point in the common line between Lot 2, Block KK, said Presidential Glen, Phase 1A, and said Lot 3, and being the northeast corner hereof, from which a found 1/2" iron rod with a yellow cap stamped "BURY & PARTNERS" for the common corner of Lot 19, Block B, said Presidential Glen, Phase 1A, and said Lots 2 and 3 bears N 04° 06' 55" W, with said common line, a distance of 255.25 feet;

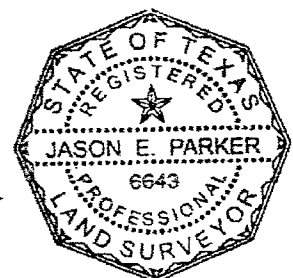
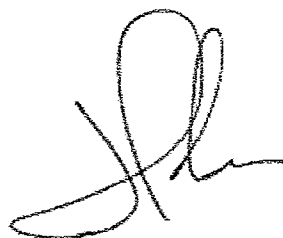
THENCE: S 04° 06' 55" E, with said common line, a distance of 7.75 feet, to a calculated point, for the southeast corner hereof, from which a found 1/2" iron rod in the north line of U.S. Highway No. 290, a variable width right-of-way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas, same being the southerly most common corner of said Lots 2 and 3, bears S 04° 06' 55" E, with said common line, a distance of 15.00 feet;

THENCE: S 85° 57' 27" W, across said Lot 3, a distance of 183.17 feet, to a calculated point in a common line of Lot 5, Block KK, said Presidential Glen, Phase 1A, and said Lot 3, for the southwest corner hereof, from which a found 1/2" iron rod with a yellow cap stamped "BURY & PARTNERS" in the north line of said U.S. Highway No. 290, for the southeast corner of said Lot 5, same being a southerly angle point of said Lot 3, bears S 04° 06' 19" E, with said common line, a distance of 15.00 feet;

THENCE: N 04° 06' 19" W, with said common line, a distance of 7.75 feet, to a calculated point, for the northwest corner hereof, from which a found 1/2" iron rod with a yellow cap stamped "BURY & PARTNERS" for the northeast corner of said Lot 5, same being a southerly angle point of said Lot 3, bears N 04° 06' 19" W, with said common line, a distance of 37.55 feet;

THENCE: N 85° 57' 27" E, across said Lot 3, a distance of 183.17 feet, to the **POINT OF BEGINNING** and containing 1,420 square feet of land, more or less.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on December 13, 2023.





Manor, Travis Co., TX

