

**ACCESS EASEMENT DONATION AGREEMENT BETWEEN  
CITY OF MANOR AND 13400 HIGHWAY 290 AGV, LLC**

**WHEREAS**, the City of Manor, Texas, a home-rule municipality ("City") currently needs to acquire an access easement for emergency vehicle access across certain lands owned by 13400 Highway 290 AGV, LLC, a Texas limited liability company ("AGV") for purposes of effectuating the Presidential Glen Lift Station public works project; and

**WHEREAS**, the needed access easement consists of that certain 1,420 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 1,420 square foot parcel being referred to hereafter as the "Access Easement;" and

**WHEREAS**, AGV is willing to donate the Access Easement to the City pursuant to the terms set out below; and

**WHEREAS**, the Access Easement area is within an area of AGV's property that would otherwise be necessary for AGV to emplace a landscape buffer for development of AGV's property; and

**WHEREAS**, in consideration of AGV's willingness to donate the Access Easement, the City is willing to modify its development regulations during future site plan reviews of AGV's property to allow said required landscape buffering to be emplaced elsewhere on AGV's property so long as the City's landscaping requirements for development are otherwise met;

**NOW, THEREFORE**, for the mutual considerations described herein, the City of Manor and 13400 Highway 290 AGV, LLC hereby make this Access Donation Agreement ("Agreement"):

1. **AGV to donate Access Easement.** AGV hereby agrees to donate the Access Easement to the City in the form of Exhibit "B," attached hereto and incorporated by reference as if fully set out.
2. **Replacement of required landscape buffer.** In consideration, City hereby agrees that AGV shall be allowed to replace the required landscape buffer for any potential development on AGV's property to a location elsewhere on AGV's property outside the Access Easement to be approved during site plan review.
3. **Timing of donation conveyance.** AGV hereby agrees to fully execute the Access Easement form attached as Exhibit "B" and deliver the original to the City within ten (10) days of the effective date of this Agreement.

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

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

By:   
Stephen Gibson, Manager

Date: 09/23/25

By:   
Danny Walker, Manager

Date: 09/23/25

**CITY OF MANOR, TEXAS,**  
**A home-rule municipality**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Date: \_\_\_\_\_

**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;

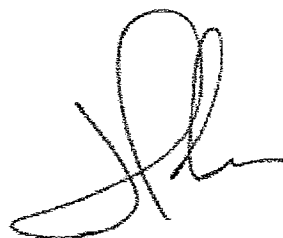
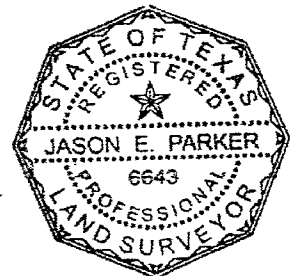
**THENCE:** S 04° 06' 55" E, with said common line, a distance of 7.75 feet, to a calculated point, for the southeast corner hereof, from which a found 1/2" iron rod in the north line of U.S. Highway No. 290, a variable width right-of-way recorded in Volume 622, Page 450 of the Deed Records of Travis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

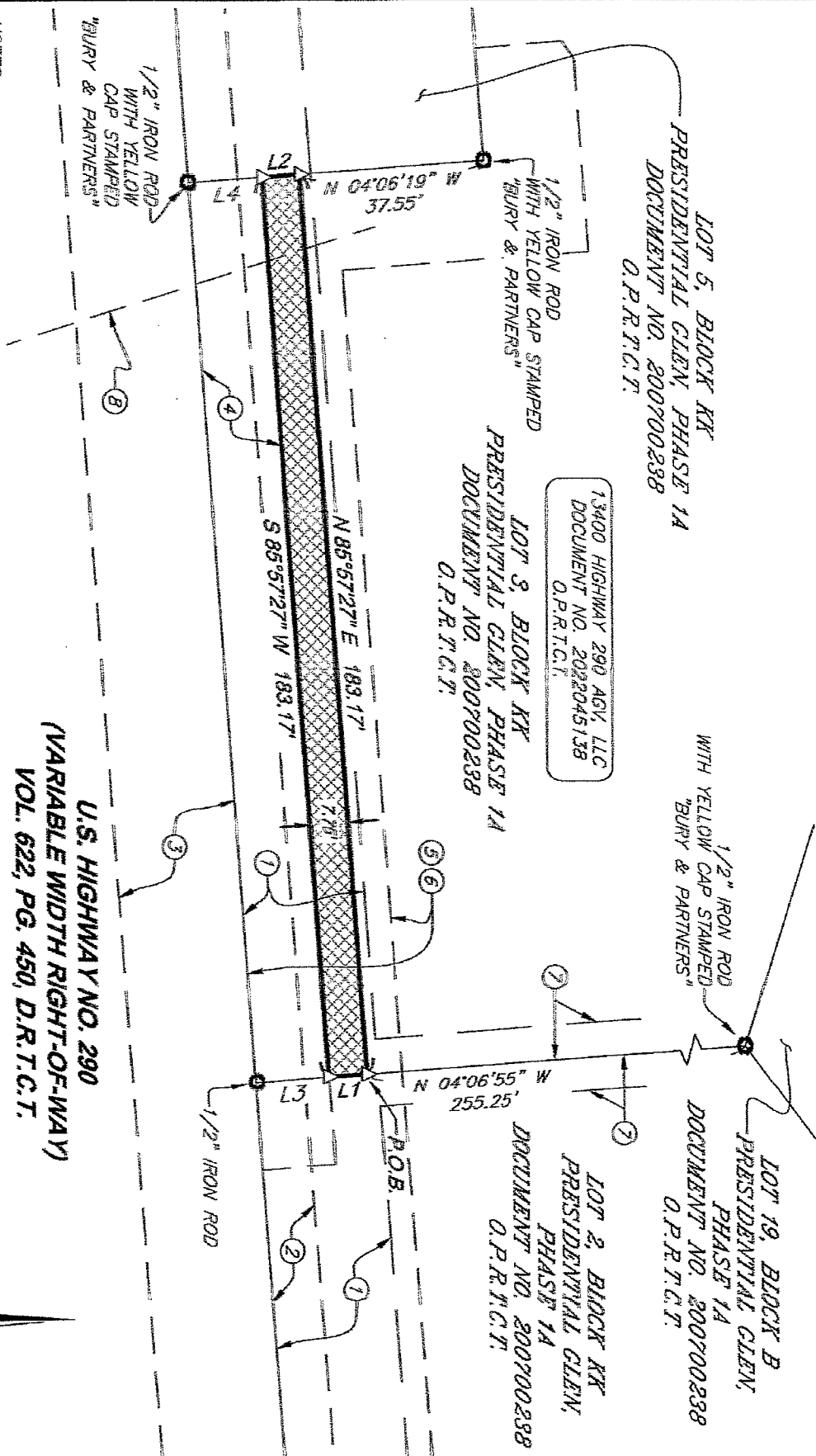



 Denotes Access Easement  
1,420 Square Feet

- NOTES:
1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

U.S. HIGHWAY NO. 290  
(VARIABLE WIDTH RIGHT-OF-WAY)  
VOL. 622, PG. 450, D.R.T.C.T.

Scale : 1"=30'



**GBA**  
architects  
engineers

2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbainc.com

George Butler Associates, Inc. 2024 TBPELS FIRM #10194808


PROJECT NUMBER  
15110.02

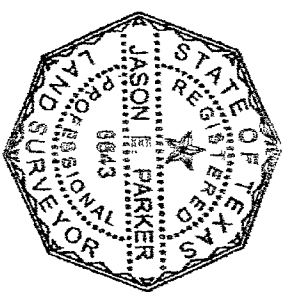
DATE  
01/22/2024

TITLE  
Exhibit "A"  
Access Easement  
Manor, Travis Co., TX

SHEET NUMBER  
2 of 3

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

  
\_\_\_\_\_  
JASON E. PARKER 01/22/2024  
REGISTERED PUBLIC LAND SURVEYOR NO. 6643  
STATE OF TEXAS



Line Table		
Line #	Bearing	Distance
L1	S 04° 06' 55" E	7.75'
L2	N 04° 06' 19" W	7.75'
L3	S 04° 06' 55" E	15.00'
L4	S 04° 06' 19" E	15.00'

**LEAF**

- PROPERTY CORNER  
FOUND AS NOTED  
▲  
P.O.B.  
POINT OF BEGINNING  
ELECTRICAL, NATURAL GAS, PROPANE,  
CABLE TV, TELEPHONE, AND INTERNET  
F.N.P.O.B.T.  
O.P.P.O.B.T.  
OFFICIAL PUBLIC RECORDS  
OF TRAVIS COUNTY, TEXAS  
R.P.P.O.B.T.  
REAL PROPERTY RECORDS  
OF TRAVIS COUNTY, TEXAS  
D.N.P.O.B.T.  
DEED RECORDS OF  
TRAVIS COUNTY, TEXAS

# EASTMAN TABLE

- ① 25' COMMERCIAL SETBACK  
DOCUMENT NO. 200700238, O.P.R.T.C.T.
- ② 10' E.N.P.C.T.I. EASEMENT  
DOCUMENT NO. 200700238, O.P.R.T.C.T.
- ③ 25' WATERLINE & WASTE WATER LINE EASEMENT  
VOL. 11596, PG. 451, R.P.R.T.C.T.
- ④ 15' ACCESS EASEMENT  
DOCUMENT NO. 200700238, O.P.R.T.C.T.
- ⑤ 1.130 AC UTILITY EASEMENT  
DOCUMENT NO. 2021235455, O.P.R.T.C.T.
- ⑥ 0.955 AC UTILITY EASEMENT  
DOCUMENT NO. 2021064634, O.P.R.T.C.T.
- ⑦ 7' COMMERCIAL SETBACK  
DOCUMENT NO. 200700238, O.P.R.T.C.T.
- ⑧ APPROXIMATE LOCATION OF EASEMENT  
DOCUMENT NO. 2007031918, O.P.R.T.C.T.

PROJECT NUMBER  
15110.02  
DATE

01/22/2024

**TITLE**  
**Exhibit "A"**  
**Access Easement**  
**Manor, Travis Co., TX**

SHEET NUMBER

304

**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.

**ACCESS EASEMENT**

DATE: \_\_\_\_\_, 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

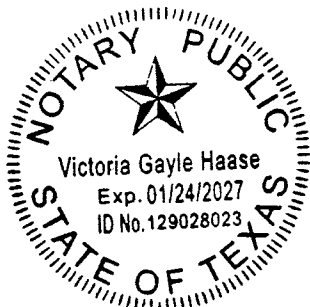
**STATE OF TEXAS** §

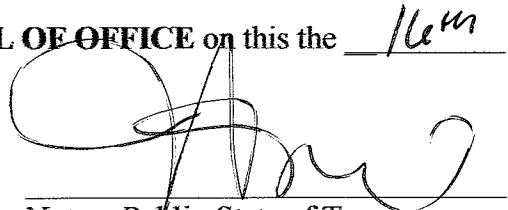
**COUNTY OF** TRAVIS §

**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 16<sup>th</sup> 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: [Signature]  
Stephen Gibson, Manager

**STATE OF TEXAS** §

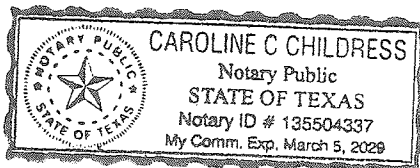
**COUNTY OF** Texas §

**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 23<sup>rd</sup> day of September, 2025.

(SEAL)

[Signature]  
Notary Public-State of Texas



**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

\_\_\_\_\_  
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 \_\_\_\_\_ 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