

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 FIELD FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER LINE AND WASTEWATER UTILITY EASEMENT

DATE: _____, 2022

GRANTOR: **Most Reverend Joe S. Vásquez, Bishop of the Catholic Diocese of Austin, and his successors in office, as successor to the Most Reverend Vincent M. Harris, Bishop of Austin, and for the benefit of St. Joseph Catholic Church – Manor, Texas**

GRANTOR'S MAILING ADDRESS (including County):

**Catholic Diocese of Austin, Texas
6225 East US 290 Hwy. , Austin, Travis County, Texas 78723-1025**

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):

105 E. Eggleston, Manor, Travis County, Texas 78653

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

EASEMENT PROPERTY:

That twenty-five foot (25') wide tract of land containing 0.17 acres, more or less, as described in that portion of Exhibit A labeled as "Description for a 25' Waterline Easement" and as depicted in Exhibit B; both Exhibit A and Exhibit B are attached hereto and made a part hereof for all purposes.

TEMPORARY CONSTRUCTION EASEMENT PROPERTY:

That twenty-five foot (25') wide tract of land containing 0.17 acres, more or less, described in that portion of Exhibit A labeled as "Temporary Construction Easement" and depicted in Exhibit B.

Subject to the Exceptions, Reservations, and Covenants described herein **GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns:

(1) 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 below-ground structures or improvements reasonably necessary and useful for water mains, pumps, lines, for sanitary sewer facilities and for the supplying of water utility services under and across the **EASEMENT PROPERTY** (the "**Facilities**"); and

(2) a temporary work and construction easement over and across the **TEMPORARY CONSTRUCTION EASEMENT PROPERTY** for use by Grantee, its contractors, subcontractors, agents, and engineers, during the design and construction of the **Facilities** for the limited time commencing on the Date of this Utility Easement, as defined above, and ending upon the completion and acceptance by **GRANTEE** of the **Facilities**, at which time this temporary work and construction easement shall terminate and expire for all purposes.

The easements granted herein are made subject to the following Exceptions, Reservations, and Covenants:

1. **GRANTOR** reserves the right to use the **EASEMENT PROPERTY** for all purposes that do not unreasonably interfere with or prevent **GRANTEE'S** use of the **EASEMENT 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 **EASEMENT PROPERTY**, and to dedicate and grant public or private easements for any purpose, so long as such use does not unreasonably interfere with or prevent **GRANTEE'S** use of the **EASEMENT PROPERTY** as provided herein. But **GRANTOR** may not construct any buildings or similar improvements on the **EASEMENT PROPERTY**.
2. **GRANTEE** may not use the **TEMPORARY CONSTRUCTION EASEMENT PROPERTY** or the **EASEMENT PROPERTY** in a way that interferes with the operations of **GRANTOR** of the 5.00 acre tract of land described in Volume 5885, Page 172, Deed Records of Travis County, Texas ("**GRANTOR'S ADJACENT PROPERTY**") and shall not impede vehicles or pedestrians from entering or exiting **GRANTOR'S ADJACENT PROPERTY**.
3. The easements granted herein are 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** or **TEMPORARY CONSTRUCTION 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. **GRANTOR** reserves all the oil, gas, groundwater, and other minerals in, on, and under the **EASEMENT PROPERTY** and the **TEMPORARY CONSTRUCTION EASEMENT PROPERTY**.
4. Upon completing construction of the **Facilities**, **GRANTEE** shall restore the ground surface area within the easements granted herein to substantially the same condition as the ground surface area existed on the date **GRANTEE** first begins to use the area(s) within the

respective easement area(s) granted herein. Should the construction, design, installation, modification, improvement, operation, or maintenance of the **Facilities** damage the **EASEMENT PROPERTY** of any adjacent property, including any improvements thereon, **GRANTEE** shall restore the surface of said property and any improvements thereon as nearly as possible to the condition in which said property was found immediately before such damage.

5. **GRANTEE** may not transport any chemicals, hazardous materials, or hydrocarbon materials in the **Facilities** at any time.
6. No above-ground appurtenances of any kind may be installed in the **EASEMENT PROPERTY**.
7. **GRANTOR** disclaims making any representation, warranty, or assurance with respect to the **EASEMENT PROPERTY** or **TEMPORARY CONSTRUCTION EASEMENT PROPERTY**, including but not limited to matters of physical condition or suitability for any type of use.
8. **GRANTEE** shall have the right to conduct studies necessary to the **Facilities** on the **EASEMENT PROPERTY**.

The easements granted herein, along with all terms herein and the Exceptions, Reservations, and Covenants 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 perpetual easement to the **EASEMENT PROPERTY**, 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.


Grantor and Grantee acknowledge that, contemporaneously with the delivery of this easement, Grantee has delivered to Grantor a release of the Wastewater Utility Easement dated March 8, 2005 granted to Grantee in Instrument No. 2005066487 of the Official Public Records of Travis County, Texas. Grantor and Grantee acknowledge that this Waterline and Wastewater Utility Easement overlaps and replaces the Wastewater Utility Easement dated March 8, 2005.

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

[Signatures on following page]

GRANTOR:

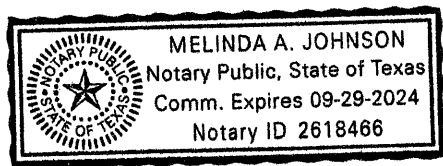
Most Reverend Joe S. Vásquez, Bishop of the Catholic Diocese of Austin, and his successors in office, as successor to the Most Reverend Vincent M. Harris, Bishop of Austin, and for the benefit of St. Joseph Catholic Church – Manor, Texas

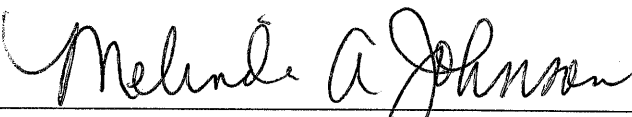


STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of February, 2022, by **Most Reverend Joe S. Vásquez, Bishop of the Catholic Diocese of Austin**, in his capacity as Bishop of the Catholic Diocese of Austin on behalf of said Catholic Dioceses for the benefit of St. Joseph Catholic Church – Manor, Texas, for the purposes and consideration recited herein.





Notary Public, State of Texas
My commission expires: 9-29-2024

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

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 _____, 2022, 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: FM 973 Waterline - CIP 5-15
Parcel No. 3
TCAD No. 526038

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "A"

DESCRIPTION FOR A 25' WATERLINE EASEMENT
VINCENT M. HARRIS, BISHOP OF AUSTIN, AND HIS SUCCESSORS IN OFFICE

A CENTERLINE DESCRIPTION FOR A TWENTY FIVE FOOT (25') WIDE WATERLINE EASEMENT LOCATED IN THE CALVIN BAKER SURVEY NO. 38, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.00 ACRE TRACT OF LAND, DESCRIBED IN VOLUME 5985, PAGE 172, DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.TX.); SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found at the Southwest corner of said 5.00 acre parcel, also being the Southeast corner of a called 24.27 acre parcel described in Document No. 2015025268, in Official Public Records, Travis County, Texas, (O.P.R.T.C.TX); also being on the North Right-of-Way of F.M. 973;

THENCE North 09°27'16" East, along the West line of said 5.00 acre parcel, also being along the East line of said 24.27 acre parcel, a distance of 12.55 feet to a calculated point, for the POINT OF BEGINNING of the easement described herein;

THENCE South 85°49'26" East, along a line parallel to and 12.50 feet North of the South line of said 5.00 acre tract, also being along a line parallel to and 12.50 feet North of said North Right-of-Way, a distance of 299.21 feet to a calculated point on the east line of said 5.00 acre parcel for the POINT OF TERMINATION of the centerline described herein, from which a 5/8-inch iron rod found at the northeast corner of said 5.00 acre parcel, same being the northwest corner of a called 7.269 acre parcel, described in Volume 6632, page 1464, in D.R.T.C.TX, bears North 06°57'50" East, a distance of 740.70 feet.

Described centerline being a total distance of 299.21 feet.
Waterline easement area of 0.17 acres (7,427 square feet)
Temporary construction easement area of 0.17 acres (7,457 square feet).

TEMPORARY CONSTRUCTION EASEMENT

Being an additional twenty-five feet (25') wide strip of land to be used during the construction of the waterline. The 25 foot wide strip of land will be parallel to and coincident with the above described 25 foot waterline easement as shown on Exhibit "B".

This property description is accompanied by a separate plat of even date.

Bearing Basis: All bearings referenced herein are grid bearings and are based on Texas State Plane Coordinate System, Central Zone (4203), NAD83. All distances are represented in grid values, measured in U.S. survey feet, and are based on said horizontal datum.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

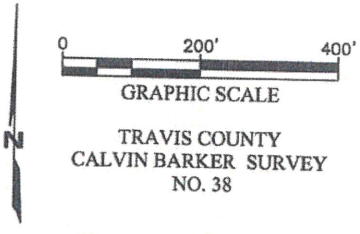
That I, Jon V. Nolting, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

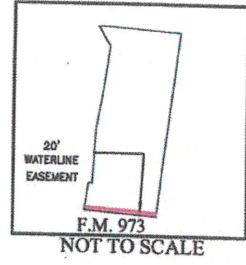
Jon V. Nolting 8-11-21
Jon V. Nolting Date
Registered Professional Land Surveyor
No. 4523 - State of Texas



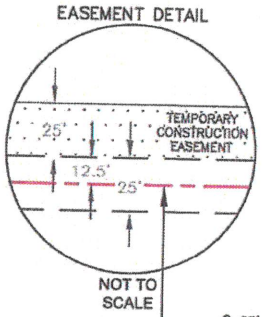


**PLAT OF
WATERLINE EASEMENT
EXHIBIT "B"
TRAVIS COUNTY, TEXAS**

EASEMENT CENTERLINE LENGTH
299.21'
WATERLINE EASEMENT AREA
0.17 ACRE (7,427 SQUARE FEET)
TEMPORARY CONSTRUCTION
EASEMENT AREA
0.17 ACRE (7,457 SQUARE FEET)



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N09°27'16"E	12.55'
L2	S85°49'26"E	299.21'
L3	N06°57'50"E	740.70'

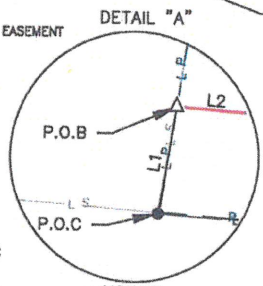
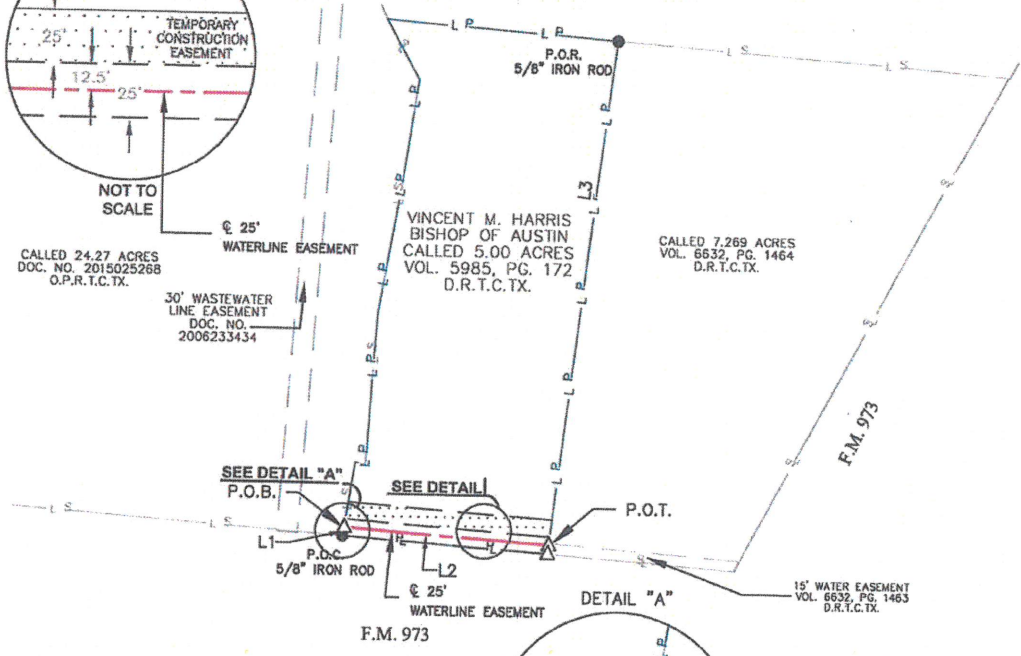


CALLLED 24.27 ACRES
DOC. NO. 2015025268
O.P.R.T.C.TX.

30' WASTEWATER
LINE EASEMENT
DOC. NO.
2006233434

VINCENT M. HARRIS
BISHOP OF AUSTIN
CALLLED 5.00 ACRES
VOL. 5985, PG. 172
D.R.T.C.TX.

CALLLED 7.269 ACRES
VOL. 6532, PG. 1464
D.R.T.C.TX.



- NOTES:**
- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
 - RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY SAM, LLC.
 - FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
 - THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION (EXHIBIT "A") WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

- LEGEND**
- P ——— PARCEL LIMITS
 - - - - - APPROXIMATE SURVEY LINE
 - ADJOINER PROPERTY
 - CENTERLINE OF 20' WIDE PERMANENT SERVITUDE
 - IRON ROD FOUND (AS NOTED)
 - CALCULATED POINT
 - △ POINT OF BEGINNING
 - POINT OF TERMINATION
 - POINT OF COMMENCEMENT
 - POINT OF REFERENCE
 - D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
 - O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - 25' WIDE PERMANENT SERVITUDE
 - ▨ 25' WIDE TEMPORARY WORKSPACE

Jon V. Nolting 8-11-21
 JON V. NOLTING DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4523 - STATE OF TEXAS



REVIEWED BY:

JOB NUMBER: 1021060329
DATE: 07/23/2021
SCALE: 1" = 200'
SURVEYOR: JON V. NOLTING
TECHNICIAN: GAVIN
DRAWING TRACT & FN: 48917
TRACT ID: 4
DATE CHECKED:
FIELD BOOKS:



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 Office: 512.447.0575
 Fax: 512.326.3028
 email: info@sam.biz

PROJECT: MANOR_F.M. 973_WATERLINE
 SHEET 2
 OF 2