

CITY OF MANOR PURCHASE AGREEMENT  
Manor FM 973 & US 290 Water Line Project: Parcel 7 Parts 1 & 2

**THE STATE OF TEXAS  
COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **The Grassdale at Manor, LLC, a Texas limited liability company** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Water Line Easement Parcels:* All that certain tract, piece or parcel of land consisting of 719 square feet and 2,254 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibits "A," and "B", respectively, attached hereto and made part hereof for all purposes.

*Temporary Construction Easement Parcel:* All that certain tract, piece or parcel of land consisting of 762 square feet and 2254 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted on sketch in Exhibits "A," and "B", respectively, attached hereto and made part hereof for all purposes.

**Total Price.** THIRTEEN THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND NO/100'S DOLLARS (**\$13,587.00**) total shall be paid by the City for a permanent and temporary easement to the Water Line Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a water line easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract

that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Water Line Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Water Line Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "C" attached hereto and incorporated herein. The City agrees to prepare the Water Line Easement and Temporary Construction Easement in substantially the form set out in Exhibit "C" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

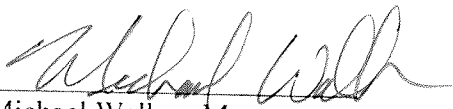
**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below.

**OWNER:**

The Grassdale at Manor, LLC  
a Texas limited liability company

By: Pilot and Legacy Opportunity Fund, LLC,  
a Texas limited liability company,  
its Manager

By:   
Michael Walker, Manager

9-17-24  
Date

**BUYER:**

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

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

Parcel No. 7 Parts 1 & 2  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 937564

**FIELD NOTES FOR A 719 SQUARE FOOT WATERLINE EASEMENT:**

A 719 Square Foot Waterline Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plat of record in Document No. 202900015, of the Official Public Records of Travis County, Texas. Said 719 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in an east line of said Lot 3, same being the west line of Lot 1, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a yellow cap in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being the east line of said Lot 3, a distance of 13.48 feet, and from said 1/2" iron rod with a yellow cap, a found 1/2" iron rod in the south Right of Way line of said U.S. 290, same being the north line of said Lot 1, bears N 87° 12' 46" E, with the South Right of Way line of said U.S. 290, same being the north line of said Lot 1, a distance of 417.90 feet;

**THENCE:** S 02° 47' 13" E, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 15.00 feet, to a point for corner;

**THENCE:** Over and across said Lot 3, the following four (4) courses:

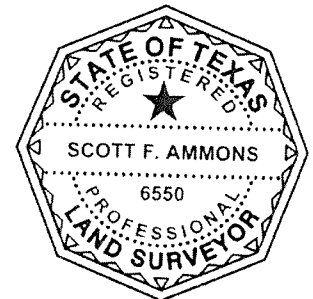
1. S 87° 12' 19" W, a distance of 26.39 feet, to a point for corner;
2. S 84° 38' 02" W, a distance of 4.51 feet, to a point for corner;
3. N 88° 34' 28" W, a distance of 2.88 feet, to a point for corner;
4. S 88° 11' 14" W, a distance of 15.62 feet, to a point in the west line of said Lot 3, same being the east line of Lot 2, Manor Storage, a plat of record in Document No. 200400240, of the Official Public Records of Travis County, Texas, for corner;

**THENCE:** N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of 15.23 feet, to a point for corner, from which a found 5/8" iron rod with an orange cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 3, same being the northeast corner of said Lot 2, bears N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of 13.49 feet;

**THENCE:** Over and across said Lot 3, the following four (4) courses:

1. N 88° 11' 14" E, a distance of 13.42 feet, to a point for corner;
2. S 88° 34' 28" E, a distance of 2.41 feet, to a point for corner;
3. N 84° 38' 02" E, a distance of 3.96 feet, to a point for corner;
- N 87° 12' 19" E, a distance of 26.73 feet, to the **POINT OF BEGINNING** and containing 719 Square Feet of land, situated in Travis County, Texas.

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 March 17, 2023.



*Handwritten signature of Scott F. Ammons*



2301 Double Creek Drive  
 Building 1, Suite 110  
 Round Rock, Texas 78664  
 512.616.0055  
 www.gbateam.com  
 TBPELS FIRM #10194808

PROJECT NUMBER	15110.01
DATE	08/28/2023

Exhibit "A"  
**WATERLINE EASEMENT**  
 MANOR, TRAVIS CO., TX

SHEET NUMBER  
**1 of 4**

**FIELD NOTES FOR A 762 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A 762 Square Foot Temporary Construction Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plat of record in Document No. 202006015, of the Official Public Records of Travis County, Texas. Said 762 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in an east line of said Lot 3, same being the west line of Lot 1, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a yellow cap in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being the east line of said Lot 3, a distance of 28.48 feet, and from said 1/2" iron rod with a yellow cap, a found 1/2" iron rod in the south Right of Way line of said U.S. 290, same being the north line of said Lot 1, bears N 87° 12' 46" E, with the South Right of Way line of said U.S. 290, same being the north line of said Lot 1, a distance of 417.90 feet;

**THENCE:** With the west line of said Lot 1, same being an east line of said Lot 3, the following two (2) courses:

1. S 02° 47' 13" E, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of **8.99 feet**, to a point for corner;
2. S 02° 35' 11" E, a distance of **6.01 feet**, to a point for corner;

**THENCE:** Over and across said Lot 3, the following four (4) courses:

1. S 87° 12' 19" W, a distance of **26.03 feet**, to a point for corner;
2. S 84° 38' 02" W, a distance of **5.06 feet**, to a point for corner;
3. N 88° 34' 28" W, a distance of **3.34 feet**, to a point for corner;
4. S 88° 11' 14" W, a distance of **17.81 feet**, to a point in the west line of said Lot 3, same being the east line of Lot 2, Manor Storage, a plat of record in Document No. 200400240, of the Official Public Records of Travis County, Texas, for corner;

**THENCE:** N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of **15.23 feet**, to a point for corner, from which a found 5/8" iron rod with an orange cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 3, same being the northeast corner of said Lot 2, bears N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of 28.72 feet;

**THENCE:** Over and across said Lot 3, the following four (4) courses:

1. N 88° 11' 14" E, a distance of **15.62 feet**, to a point for corner;
2. S 88° 34' 28" E, a distance of **2.88 feet**, to a point for corner;
3. N 84° 38' 02" E, a distance of **4.51 feet**, to a point for corner;
4. N 87° 12' 19" E, a distance of **26.39 feet**, to the **POINT OF BEGINNING** and containing **762 Square Feet** of land, situated in Travis County, Texas.

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 March 17, 2023.



*Handwritten signature of Scott F. Ammons*

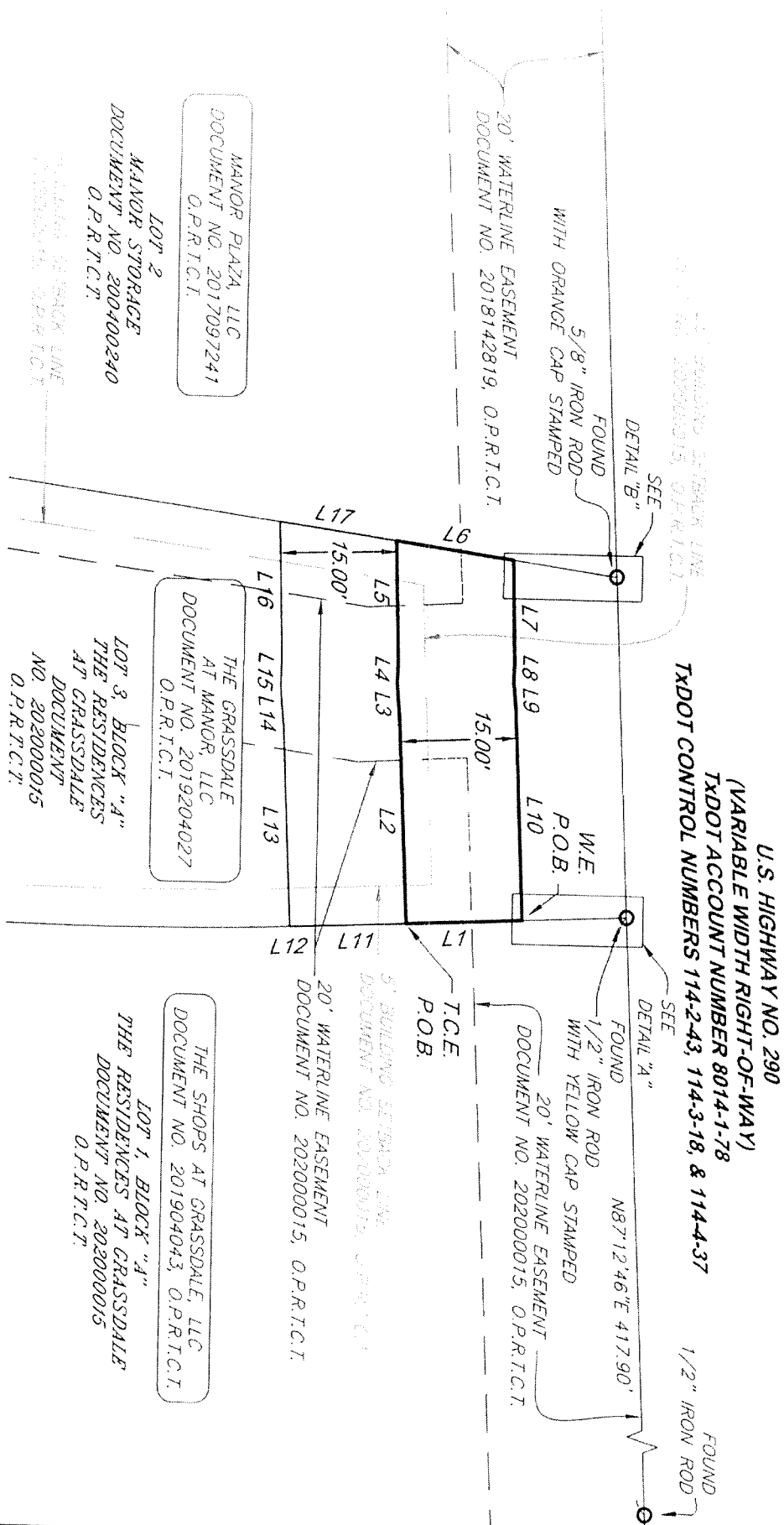
**GBA**  
architects  
engineers

2301 Double Creek Drive  
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512.616.0055  
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TBPELS FIRM #10194808

PROJECT NUMBER	15110.01
DATE	08/28/2023

Exhibit "A"  
**WATERLINE EASEMENT**  
MANOR, TRAVIS CO., TX

SHEET NUMBER  
**2 of 4**



**NOTES:**

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

- Denotes W.E.
- 719 Square Feet
- Denotes T.C.E.
- 762 Square Feet
- 478 Square Feet of Proposed Waterline Easement
- Lies Within Existing Waterline Easement
- 584 Square Feet of Proposed Waterline Easement
- Lies Within Existing Building Setback Line

Scale: 1"=20'

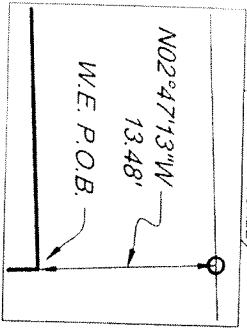
**GBPA**  
architects  
engineers

2301 Double Creek Drive  
Building 1, Suite 110  
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512.616.0055  
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REGISTERED PROFESSIONAL ENGINEERING FIRM #10194808

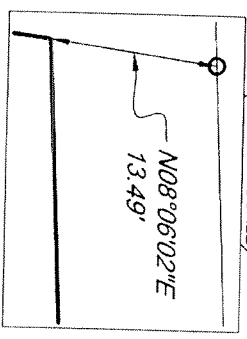
PROJECT NUMBER	151110.01
DATE	08/28/2023

Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

DETAIL "A"  
(NOT TO SCALE)



DETAIL "B"  
(NOT TO SCALE)

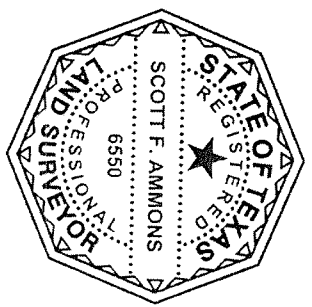


LEGEND

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- W.E. WATERLINE EASEMENT
- EXISTING WATERLINE EASEMENT
- EXISTING BUILDING SETBACK LINE

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.

SCOTT F. AMMONS  
REGISTERED PUBLIC LAND SURVEYOR NO. 6550  
STATE OF TEXAS



Line Table		
Line #	Bearing	Distance
L1	S 02° 47' 13" E	15.00'
L2	S 87° 12' 19" W	26.39'
L3	S 84° 38' 02" W	4.51'
L4	N 88° 34' 28" W	2.88'
L5	S 88° 11' 14" W	15.62'
L6	N 08° 06' 02" E	15.23'
L7	N 88° 11' 14" E	13.42'
L8	S 88° 34' 28" E	2.41'
L9	N 84° 38' 02" E	3.96'
L10	N 87° 12' 19" E	26.73'
L11	S 02° 47' 13" E	8.99'
L12	S 02° 35' 11" E	6.01'
L13	S 87° 12' 19" W	26.03'
L14	S 84° 38' 02" W	5.06'
L15	N 88° 34' 28" W	3.34'
L16	S 88° 11' 14" W	17.81'
L17	N 08° 06' 02" E	15.23'

**GPBA**  
architects  
engineers

2301 Double Creek Drive  
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2023 TBPELS FIRM #10194808

PROJECT NUMBER  
15110.01

DATE  
08/28/2023

Exhibit "A"  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER

4 of 4

**FIELD NOTES FOR A 2,254 SQUARE FOOT WATERLINE EASEMENT:**

A 2,254 Square Foot Waterline Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plot of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 2,254 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the east line of said Lot 3, same being the west line of Lot 2, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 2, same being the northeast corner of said Lot 3, bears N 02° 44' 50" W, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 12.69 feet;

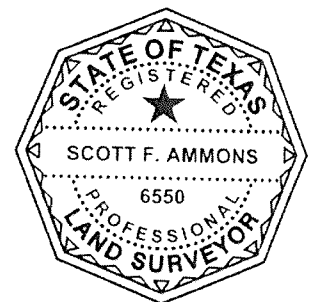
**THENCE:** S 02° 44' 50" E, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 15.00 feet, to a point for corner;

**THENCE:** S 87° 08' 08" W, over and across said Lot 3, a distance of 150.28 feet, to a point in a westerly line of said Lot 3, same being the east line of Lot 1, said Block "A", The Residences At Grassdale, for corner;

**THENCE:** N 02° 44' 50" W, with a westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 13.10 feet;

**THENCE:** N 87° 08' 08" E, over and across said Lot 3, a distance of 150.28 feet, to the POINT OF BEGINNING and containing 2,254 Square Feet of land, situated in Travis County, Texas.

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 March 17, 2023.



*Scott F. Ammons*

<b>GBA</b> architects engineers <small>George Butler Associates, Inc. 2023</small>	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER	Exhibit B WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER
		15110.01		DATE
		08/28/2023		



**FIELD NOTES FOR A 2,254 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A 2,254 Square Foot Temporary Construction Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plat of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 2,254 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the east line of said Lot 3, same being the west line of Lot 2, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 2, same being the northeast corner of said Lot 3, bears N 02° 44' 50" W, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 27.69 feet;

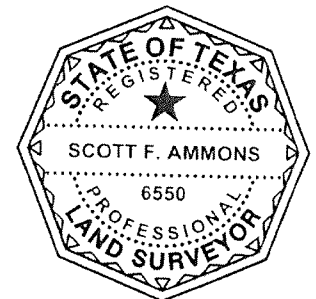
**THENCE:** S 02° 44' 50" E, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 15.00 feet, to a point for corner;

**THENCE:** S 87° 08' 08" W, over and across said Lot 3, a distance of 150.28 feet, to a point in a westerly line of said Lot 3, same being the east line of Lot 1, said Block "A", The Residences At Grassdale, for corner;

**THENCE:** N 02° 44' 50" W, with a westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 28.10 feet;

**THENCE:** N 87° 08' 08" E, over and across said Lot 3, a distance of 150.28 feet, to the POINT OF BEGINNING and containing 2,254 Square Feet of land, situated in Travis County, Texas.

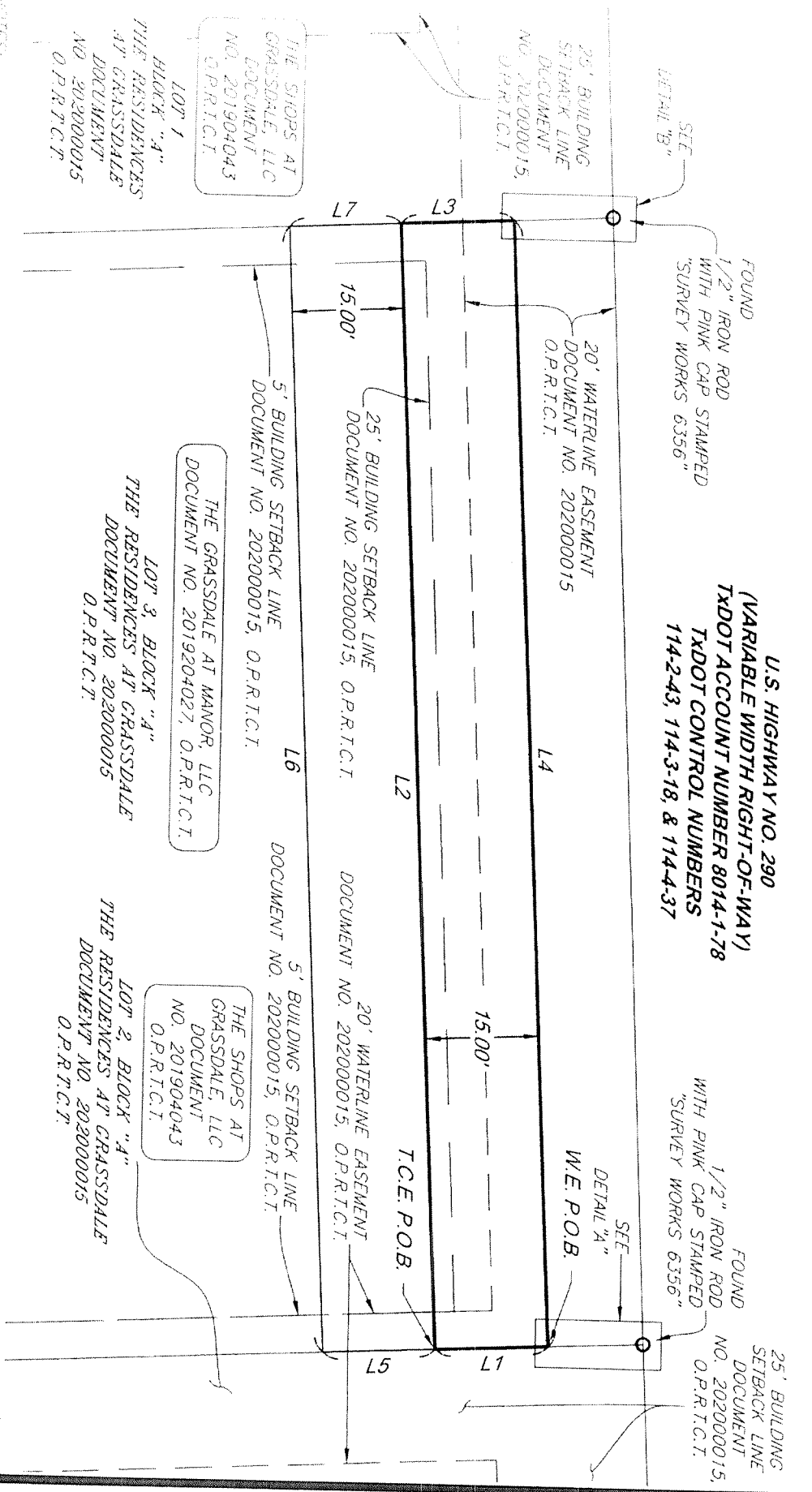
Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



*Handwritten signature*

<b>GBA</b> <b>architects</b> <b>engineers</b> <small>George Butler Associates, Inc. 2023</small>	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER	Exhibit B <b>WATERLINE EASEMENT</b> <b>MANOR, TRAVIS CO., TX</b>	SHEET NUMBER
		15110.01		DATE
		08/28/2023		

U.S. HIGHWAY NO. 290  
 (VARIABLE WIDTH RIGHT-OF-WAY)  
 TXDOT ACCOUNT NUMBER 8014-1-78  
 TXDOT CONTROL NUMBERS  
 114-2-43, 114-3-18, & 114-4-37



**NOTES:**

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

Denotes W.E.

Denotes T.C.E.

Denotes 2,254 Square Feet

Denotes 1,848 Square Feet of Proposed Waterline Easement

LOT 1  
 BLOCK "A"  
 THE SHOPS AT  
 GRASSDALE, LLC  
 DOCUMENT NO. 201904043  
 O.P.R.I.C.T.

LOT 3, BLOCK "A"  
 THE RESIDENCES AT GRASSDALE  
 DOCUMENT NO. 202000015  
 O.P.R.I.C.T.

LOT 2, BLOCK "A"  
 THE SHOPS AT  
 GRASSDALE, LLC  
 DOCUMENT NO. 201904043  
 O.P.R.I.C.T.

LOT 2, BLOCK "A"  
 THE RESIDENCES AT GRASSDALE  
 DOCUMENT NO. 202000015  
 O.P.R.I.C.T.

Scale:  
 1"=20'

**GBPA**  
 Architects  
 Engineers

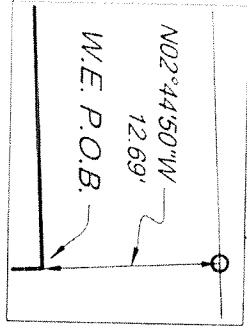
2301 Double Creek Drive  
 Building 1, Suite 110  
 Round Rock, Texas 78664  
 512.616.0055  
 www.gbpa.com  
 TIBBELS FIRM #10194808

PROJECT NUMBER	151110.01
DATE	08/28/2023

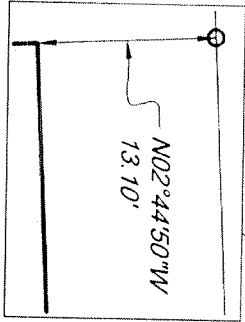
Exhibit B  
 WATERLINE EASEMENT  
 MANOR, TRAVIS CO., TX

SHEET NUMBER  
 3 of 4

DETAIL "A"  
(NOT TO SCALE)



DETAIL "B"  
(NOT TO SCALE)



**LEGEND**

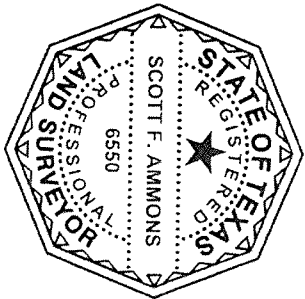
○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
W.E.	WATERLINE EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

Line Table		
Line #	Bearing	Distance
L1	S2° 44' 50"E	15.00
L2	S87° 08' 08"W	150.28
L3	N2° 44' 50"W	15.00
L4	N87° 08' 08"E	150.28
L5	S2° 44' 50"E	15.00
L6	S87° 08' 08"W	150.28
L7	N2° 44' 50"W	15.00

*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.*

*Scott F. Ammons*

SCOTT F. AMMONS  
REGISTERED PUBLIC LAND SURVEYOR NO. 6550  
STATE OF TEXAS



08/28/2023



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TBEPLS FIRM #10194808

PROJECT NUMBER  
151110.01

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Exhibit B  
WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER

4 of 4

**WATERLINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

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That, **The Grassdale at Manor, LLC, a Texas limited liability company**, ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 719 square feet and 2,254 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibits "A" and "B", respectively, hereby incorporated by reference and made a part hereof for all purposes, with said 719 square feet and 2,254 square feet parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 762 square feet and 2,254 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," and Exhibit "B", Page 2 of 4", respectively, hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

**Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

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** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

**GRANTOR:**

The Grassdale at Manor, LLC  
a Texas limited liability company

By: Pilot and Legacy Opportunity Fund, LLC,  
a Texas limited liability company  
its Manager

By: \_\_\_\_\_  
Michael Walker, Manager

\_\_\_\_\_ Date

**ACCEPTED:**

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

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

