

## WASTEWATER SERVICE AREA TRANSFER AGREEMENT

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This WASTEWATER SERVICE AREA TRANSFER AGREEMENT (this "*Agreement*") is entered into by and between the **City of Austin**, a Texas home-rule municipal corporation operating a retail public wastewater utility ("*Austin*") and the **City of Manor**, a Texas home rule municipality operating a retail public wastewater utility ("*Manor*"). Austin and Manor are each referred to herein as a "*Party*" and are collectively referred to herein as the "*Parties*."

### Recitals

**WHEREAS**, Austin is the holder of wastewater Certificate of Convenience and Necessity No. 20636 (the "*Austin CCN*"), the boundaries of which are within Bastrop, Hays, Travis and Williamson Counties, Texas;

**WHEREAS**, Manor is the holder of wastewater Certificate of Convenience and Necessity No. 20378 (the "*Manor CCN*"), the boundaries of which are within Travis County, Texas;

**WHEREAS**, Texas Water Code ("*TWC*") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "*PUC*") after public notice and hearing;

**WHEREAS**, the Austin CCN and the Manor CCN boundaries are adjacent to each other in certain locations;

**WHEREAS**, in July 2021, OWNER DG Manor Downs Property Owner, L.P., a Delaware limited partnership ("*Owner*") acquired multiple tracts of land along Hill Lane in Travis County totaling approximately 146.920 acres as described in the Warranty Deed provided, in part, in "Exhibit A" hereto.

**WHEREAS**, the approximately 146.920 acres is located in the Austin CCN, as described and depicted in **Exhibit "B"** attached hereto (the "*Transfer Tract*");

**WHEREAS**, Owner has requested, and Austin has agreed, to authorize the transfer of the Transfer Tract from the Austin CCN to the Manor CCN for Manor to provide wastewater services once the Transfer Tract is developed;

**WHEREAS**, no customers exist on the Transfer Tract, hence none are being transferred as part of this Agreement;

**WHEREAS**, no Austin wastewater line on the Transfer Tract is being transferred as part of this Agreement;

**WHEREAS**, as compensation for this Agreement, Owner will grant certain wastewater line easements to Austin and Austin will assign drainage easements on the Transfer Tract recorded under Document Nos. 2004163233 and 2000100887 to Manor; and

**WHEREAS**, the Parties desire to transfer the retail wastewater certification for the Transfer Tract from the Austin CCN to the Manor CCN in accordance with the terms of this Agreement.

**NOW THEREFORE** for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Transfer.** Austin transfers to Manor, and Manor accepts from Austin, the portion of the Austin CCN that overlaps with the Transfer Tract as depicted in the **Exhibit "C"** General Location Map and in the **Exhibit "D"** Detailed Map attached hereto, and the Parties hereby agree to the modifications of the boundaries of their wastewater CCNs accordingly and designate Manor as the retail wastewater service provider for the Transfer Tract.
3. **Notice Requirements.** By executing this agreement, Austin has considered and approved Owner's request to transfer the portion of the Austin CCN identified in Exhibit "C" to the Manor CCN. The Manor City Council considered and approved Owner's request to accept the transfer of the 146.920 acres from the Austin CCN to be included in the Manor CCN. **Exhibit "E"** hereto contains the Manor City Council Agenda announcing the council meeting during which the Manor City Council approved the transfer of the said approximately 146.920 acres. No current customers are affected by this contract; however, the potential customer is Owner, the party requesting the transfer and has actual knowledge of this contract.
4. **Compensation.** As compensation to Austin for this agreement to transfer retail wastewater service in the Transfer Tract from the Austin CCN to the Manor CCN, Owner has agreed to grant the above-mentioned wastewater easements to Austin identified in **Exhibit "F."** Additionally, to ensure adequate future drainage protection, Austin will assign the existing drainage easements located in the Transfer Tract as identified in **Exhibit "G"** to Manor. By separate agreement between Owner and Austin, these easement agreements have been placed in escrow and are prepared for recording in the Official Public Records of Travis County, Texas by the escrow agent per the separate escrow agreement between Owner and Austin, attached hereto as **Exhibit "H"**.

**5. List of Exhibits**

Exhibit A: Warranty Deed (in part)

Exhibit B: Survey of Transfer Tract

Exhibit C: General Location Map

Exhibit D: Detailed Map

Exhibit E: Manor City Council Meeting Agenda

Exhibit F: Wastewater Easements on Transfer Tract in this document

Exhibit G: Drainage Easement on Transfer Tract in this document

Exhibit H: Escrow Agreement (w/o Exhibits)

- 6. PUC Application.** The Parties agree to cooperate and collaborate in all actions necessary to prepare, file, and advance the application at the PUC necessary to approve the transfer of the Transfer Tract from Austin CCN to Manor CCN (the “Application”). The Parties agree that Owner will take primary responsibility for drafting, filing, and advancing that Application, in collaboration with Austin and Manor. The Parties agree to cooperate in a timely manner in advancing the Application. If the PUC denies the Application in whole or in part, or is unwilling to process the Application, then the Parties agree to cooperate in an alternate approach in a reasonable amount of time that is substantially similar to and accomplishes the purposes of this Agreement.
- 7. No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the Application, Austin shall have no further obligation to provide retail wastewater service to the Transfer Tract.
- 8. Manor Service.** Retail wastewater service by Manor to the Transfer Tract will be governed by Manor's established service policies.
- 9. Term.** This Agreement will terminate on the latter of the date that the PUC's decision regarding the Application is final and non-appealable or the effective date of the annexation of the Transfer Tract by the City of Manor.
- 10. Effective Date.** The Effective Date shall be the date on which the last party signs the Agreement.
- 11. Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.
- 12. Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

- 13. Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Austin:

City of Austin  
Austin Water  
Attn: Virginia Collier, Program Manager  
6310 Wilhelmina Delco Dr, Suite 3100  
Austin, Texas, 78752  
Telephone (512) 972-0117  
[Email: virginia.collier@austintexas.gov](mailto:virginia.collier@austintexas.gov)

With a copy of all notices to:

City of Austin  
Law Department  
Attn: Chrissy Mann  
301 W. 2<sup>nd</sup> Street  
Austin, Texas 78701  
Telephone: (512) 974-2179  
[Email: chrissy.mann@austintexas.gov](mailto:chrissy.mann@austintexas.gov)

If to Manor:

City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, Texas, 78653  
Telephone: (512) 972-0117  
[Email: smoore@manortx.gov](mailto:smoore@manortx.gov)

With a copy of all notices to:

Paige Saenz  
The Knight Law Firm, LLP  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752  
Telephone: (512) 323-5778  
[Email: paige@cityattorneytexas.com](mailto:paige@cityattorneytexas.com)

If to the Owner:

DG Manor Downs Property Owner, L.P.  
17304 Preston Road, Suite 550  
Dallas, Texas 75252  
Telephone: (972) 560-2820  
[Email: jwalker@dalfen.com](mailto:jwalker@dalfen.com)

With a copy of all notices to:

Pam Madere  
Jackson Walker LLP  
100 Congress Ave, Suite 1100  
Austin, Texas 78701  
Telephone:  
(512) 236-2048  
[Email: pmadere@jw.com](mailto:pmadere@jw.com)

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

14. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.
15. **Venue.** Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.
16. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.
17. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.
18. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
19. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

CITY OF AUSTIN

By: \_\_\_\_\_

Name: Shay Roalson, Director, Austin Water

Time: \_\_\_\_\_

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

CITY OF MANOR

By: \_\_\_\_\_

Name: Scott Moore, City Manager

Time: \_\_\_\_\_

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

**Exhibit A**  
**Warranty Deed**



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Jul 16, 2021 04:44 PM . Fee: \$74.00

2021159617

\*Electronically Recorded\*

**NOTICE OF CONFIDENTIALITY RIGHTS - IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, **MANOR DOWNS BUSINESS PARK LAND, LLC**, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by **DG MANOR DOWNS PROPERTY OWNER, L.P.**, a Delaware limited partnership ("Grantee"), whose address is 17304 Preston Road, Suite 550, Dallas, Texas 75252, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, its successors and assigns, in fee simple, that certain tract of real property situated in Travis County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon (the "Property").

This conveyance, however, is made and accepted subject to only those matters described in Exhibit B attached hereto and incorporated herein by this reference, but only to the extent the same are currently valid and enforceable against the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions.

GRANTOR HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, UPON WHICH GRANTEE HAS RELIED, AS TO THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY INTENDED USE OR PURPOSE, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC MATERIALS IN OR ON THE PROPERTY OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY, THE AVAILABILITY OF UTILITIES OR OTHER SERVICES TO THE PROPERTY, THE WORKMANSHIP OR MATERIALS USED IN THE IMPROVEMENTS ON THE PROPERTY, OR THE PRESENT OR FUTURE INCOME THAT MAY BE GENERATED FROM THE PROPERTY, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED (THE "DEED WARRANTY"), THE EXPRESS REPRESENTATIONS OR WARRANTIES WITHIN SECTION 8.1 OF THAT CERTAIN REAL ESTATE CONTRACT DATED MARCH 10, 2021 (THE "CONTRACT") BY AND BETWEEN GRANTOR AND GRANTEE, AS AMENDED AND ASSIGNED (THE "CONTRACT WARRANTIES"), AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CLOSING DOCUMENTS EXECUTED AND DELIVERED BY



EXECUTED to be effective the 16 day of July, 2021.

**GRANTOR:**

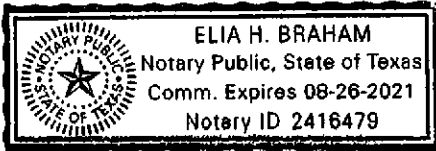
MANOR DOWNS BUSINESS PARK LAND, LLC,  
a Texas limited liability company

By: Colin Armstrong  
Name: Colin Armstrong  
Title: Manager

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on July 14, 2021, by Colin Armstrong  
Manager of Manor Downs Business Park Land, LLC, a Texas limited liability  
company, on behalf of said limited liability company.



Elia H. Braham  
Notary Public in and for the State of Texas

After Recording, Return to:

Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attn: Milos Markovic, Esq.

UNOFFICIAL DOCUMENT

**EXHIBIT "A"**

## Legal Description of the Property

**TRACT 1:** Being all of that certain tract or parcel of land containing 10.656 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, Travis County, Texas, said tract being more particularly described in Special Warranty Deed recorded under Document No. 2011188377 of the Official Public Records of Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-1" attached hereto and made a part hereof.

**TRACT 2:** Being all of that certain tract or parcel of land containing 47.39 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, Travis County, Texas, being comprised of a 44.33 acre tract conveyed to Manor Downs, L P, in Warranty Deed recorded in Volume 10838, Page 840 of the Real Property Records of Travis County, Texas, and a 3.06 acre tract conveyed to Manor Downs, in Warranty Deed recorded in Volume 10884, Page 835 of the Real Property Records of Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-2" attached hereto and made a part hereof.

**TRACT 3:** Being all of that certain tract or parcel of land containing 6.96 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, and the James Gilleland Survey 41, Abstract No. 304, Travis County, Texas, said tract being more particularly described in Warranty Deed recorded in Volume 10884, Page 852 of the Real Property Records of Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-3" attached hereto and made a part hereof.

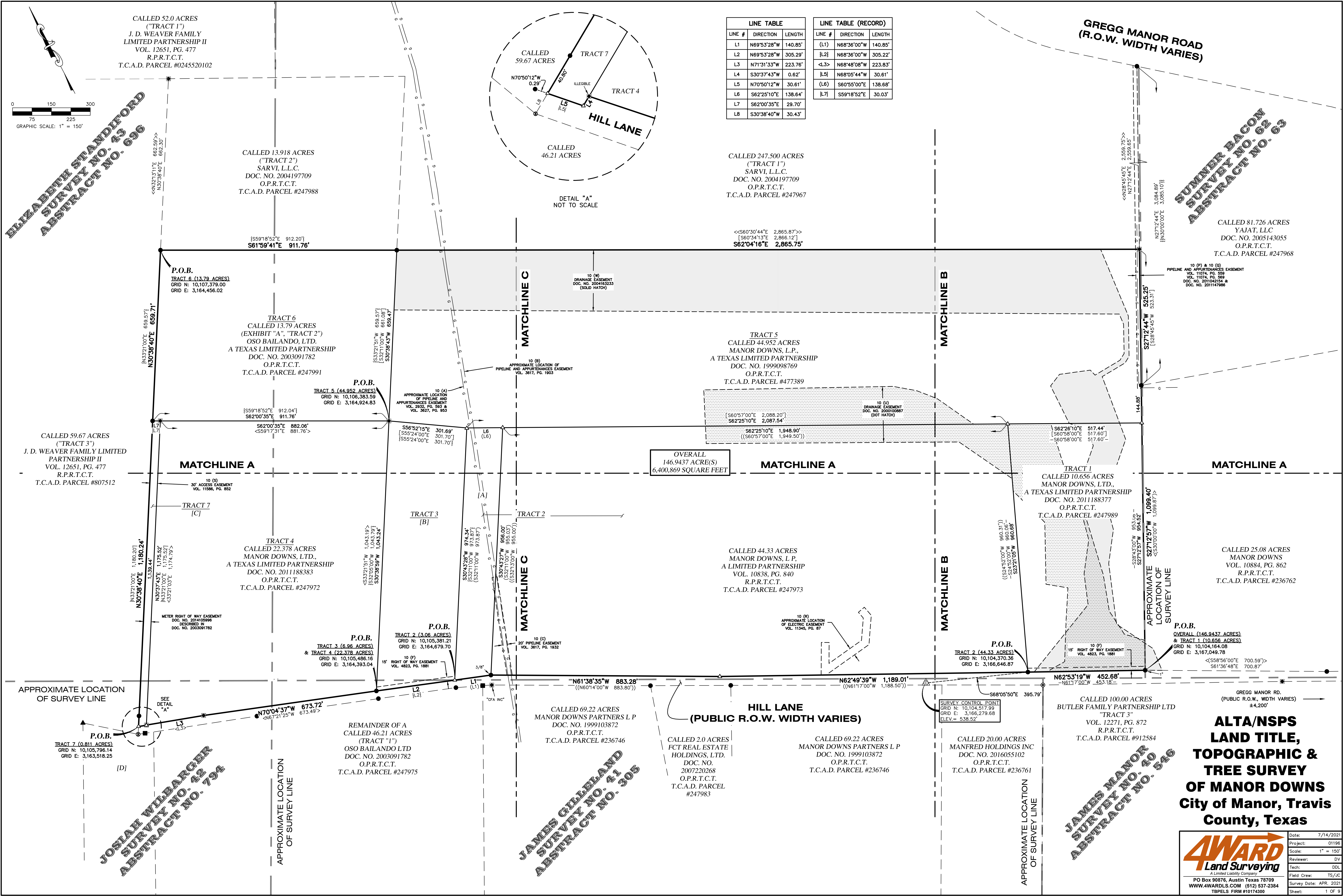
**TRACT 4:** Being all of that certain tract or parcel of land containing 22.378 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, and the James Gilleland Survey 41, Abstract No. 304, Travis County, Texas, said tract being more particularly described in Special Correction Warranty Deed recorded under Document No. 2011188383 of the Official Public Records of Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-4" attached hereto and made a part hereof.

**TRACT 5:** Being all of that certain tract or parcel of land containing 44.952 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, Travis County, Texas, said tract being more particularly described in Warranty Deed with Vendor's Lien recorded under Document No. 1999098769 of the Official Public Records of Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-5" attached hereto and made a part hereof.

**TRACT 6:** Being all of that certain tract or parcel of land containing 13.79 acres, more or less, situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, Travis County, Texas, said tract being more particularly described in Special Warranty Deed recorded under Document No. 2003091782 of the Official Public Records of Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-6" attached hereto and made a part hereof.

**TRACT 7:** Easement Estate created by that certain deed dated, December 8, 1991, recorded in Volume 11586, Page 852 of the Real Property Records of Travis County, Texas, for the benefit of the above described Tract 6, over and across that 30 foot wide ingress and egress situated in the Robert G. Sanders Survey No. 51, Abstract No. 732, Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-7" attached hereto and made a part hereof.

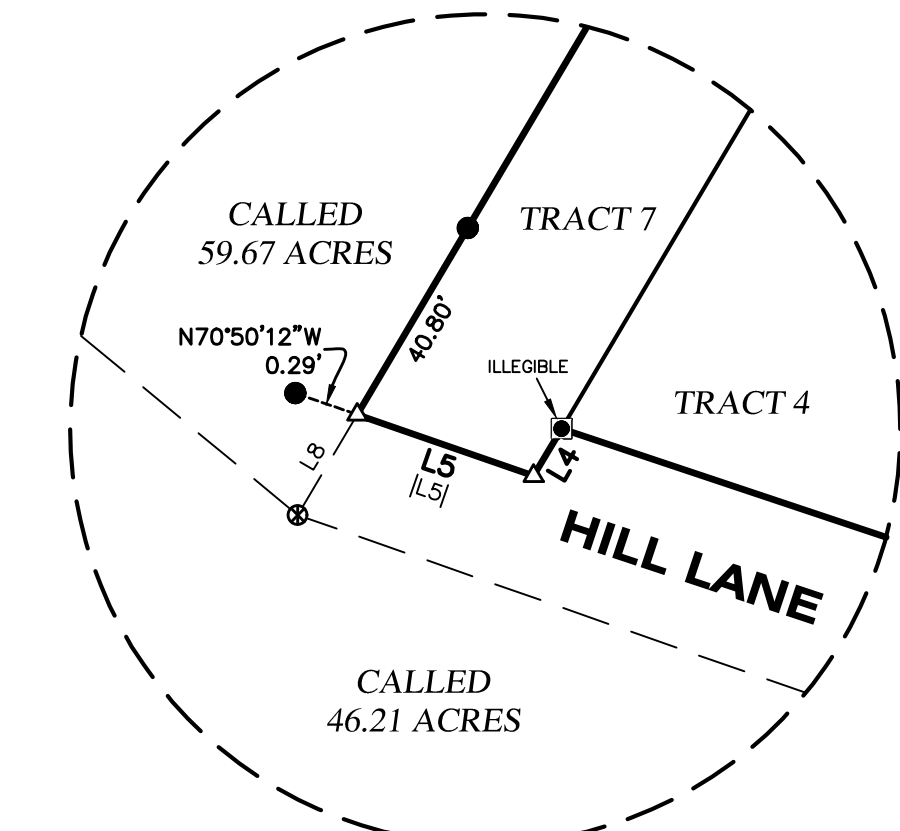
**Exhibit B**  
**Survey of Transfer Tract**



**ELIZABETH STANDFORD SURVEY NO. 43 ABSTRACT NO. 696**

CALLED 52.0 ACRES ("TRACT 1")  
J. D. WEAVER FAMILY LIMITED PARTNERSHIP II  
VOL. 12651, PG. 477  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #0245520102

CALLED 13.918 ACRES ("TRACT 2")  
SARVI, L.L.C.  
DOC. NO. 2004197709  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247988



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N69°53'28"W	140.85'
L2	N69°53'28"W	305.29'
L3	N71°31'33"W	223.76'
L4	S30°37'43"W	0.62'
L5	N70°50'12"W	30.61'
L6	S62°25'10"E	138.64'
L7	S62°00'35"E	29.70'
L8	S30°38'40"W	30.43'

LINE TABLE (RECORD)		
LINE #	DIRECTION	LENGTH
(L1)	N68°36'00"W	140.85'
(L2)	N68°36'00"W	305.22'
(L3)	N68°48'08"W	223.83'
(L5)	N68°05'44"W	30.61'
(L6)	S60°55'00"E	138.68'
(L7)	S59°18'52"E	30.03'

CALLED 247.500 ACRES ("TRACT 1")  
SARVI, L.L.C.  
DOC. NO. 2004197709  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247967

**SUMNER BACON SURVEY NO. 62 ABSTRACT NO. 63**

CALLED 81.726 ACRES  
YAJAT, LLC  
DOC. NO. 2005143055  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247968

P.O.B.  
TRACT 6 (13.79 ACRES)  
GRID N: 10,107,379.00  
GRID E: 3,164,456.02

TRACT 6  
CALLED 13.79 ACRES  
(EXHIBIT "A", "TRACT 2")  
OSO BAILANDO, LTD.  
A TEXAS LIMITED PARTNERSHIP  
DOC. NO. 2003091782  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247991

P.O.B.  
TRACT 5 (44.952 ACRES)  
GRID N: 10,106,383.59  
GRID E: 3,164,924.83

TRACT 5  
CALLED 44.952 ACRES  
MANOR DOWNS, L.P.  
A TEXAS LIMITED PARTNERSHIP  
DOC. NO. 1999098769  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #477389

CALLED 59.67 ACRES ("TRACT 3")  
J. D. WEAVER FAMILY LIMITED PARTNERSHIP II  
VOL. 12651, PG. 477  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #807512

MATCHLINE A

OVERALL  
146,9437 ACRES(S)  
6,400,869 SQUARE FEET

MATCHLINE A

MATCHLINE A

10 (S) 30' ACCESS EASEMENT VOL. 11586, PG. 652

TRACT 7 (C)

TRACT 4  
CALLED 22.378 ACRES  
MANOR DOWNS, LTD.  
A TEXAS LIMITED PARTNERSHIP  
DOC. NO. 2011188383  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247972

P.O.B.  
TRACT 3 (6.96 ACRES)  
& TRACT 4 (22.378 ACRES)  
GRID N: 10,105,496.16  
GRID E: 3,164,393.04

P.O.B.  
TRACT 2 (3.06 ACRES)  
GRID N: 10,105,381.21  
GRID E: 3,164,679.70

MATCHLINE C

CALLLED 44.33 ACRES  
MANOR DOWNS, L.P.  
A LIMITED PARTNERSHIP  
VOL. 10838, PG. 840  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #247973

MATCHLINE B

TRACT 1  
CALLED 10.656 ACRES  
MANOR DOWNS, LTD.  
A TEXAS LIMITED PARTNERSHIP  
DOC. NO. 2011188377  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247989

CALLLED 25.08 ACRES  
MANOR DOWNS  
VOL. 10884, PG. 862  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #236762

P.O.B.  
TRACT 2 (44.33 ACRES)  
GRID N: 10,104,370.36  
GRID E: 3,166,646.87

P.O.B.  
OVERALL (146,9437 ACRES)  
& TRACT 1 (10,656 ACRES)  
GRID N: 10,104,164.08  
GRID E: 3,167,049.78

APPROXIMATE LOCATION OF SURVEY LINE

P.O.B.  
TRACT 7 (0.811 ACRES)  
GRID N: 10,105,796.14  
GRID E: 3,163,518.25

**JOSHUA WILBARGER SURVEY NO. 42 ABSTRACT NO. 794**

APPROXIMATE LOCATION OF SURVEY LINE

REMAINDER OF A CALLED 46.21 ACRES ("TRACT 1")  
OSO BAILANDO LTD  
DOC. NO. 2003091782  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247975

**JAMES GILLELAND SURVEY NO. 41 ABSTRACT NO. 305**

CALLLED 69.22 ACRES  
MANOR DOWNS PARTNERS L.P.  
DOC. NO. 1999103872  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #236746

CALLLED 2.0 ACRES  
FCT REAL ESTATE HOLDINGS, LTD.  
DOC. NO. 2007220268  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247983

CALLLED 69.22 ACRES  
MANOR DOWNS PARTNERS L.P.  
DOC. NO. 1999103872  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #236746

CALLLED 20.00 ACRES  
MANFRED HOLDINGS INC  
DOC. NO. 2016055102  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #236761

**JAMES MANOR SURVEY NO. 40 ABSTRACT NO. 546**

CALLLED 100.00 ACRES  
BUTLER FAMILY PARTNERSHIP LTD  
"TRACT 3"  
VOL. 12271, PG. 872  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #912584

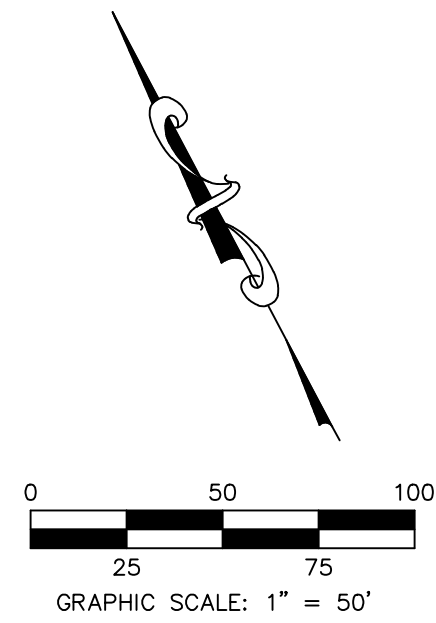
GREGG MANOR RD. (PUBLIC R.O.W., WIDTH VARIES) ±4,200'

**ALTA/NSPS LAND TITLE, TOPOGRAPHIC & TREE SURVEY OF MANOR DOWNS**  
City of Manor, Travis County, Texas

**4WARD Land Surveying**  
A Limited Liability Company  
PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPELS FIRM #01174300

Date: 7/14/2021  
Project: 01196  
Scale: 1" = 150'  
Reviewer: DV  
Tech: DDL  
Field Crew: TS/JC  
Survey Date: APR. 2021  
Sheet: 1 OF 9

MATCHLINE A



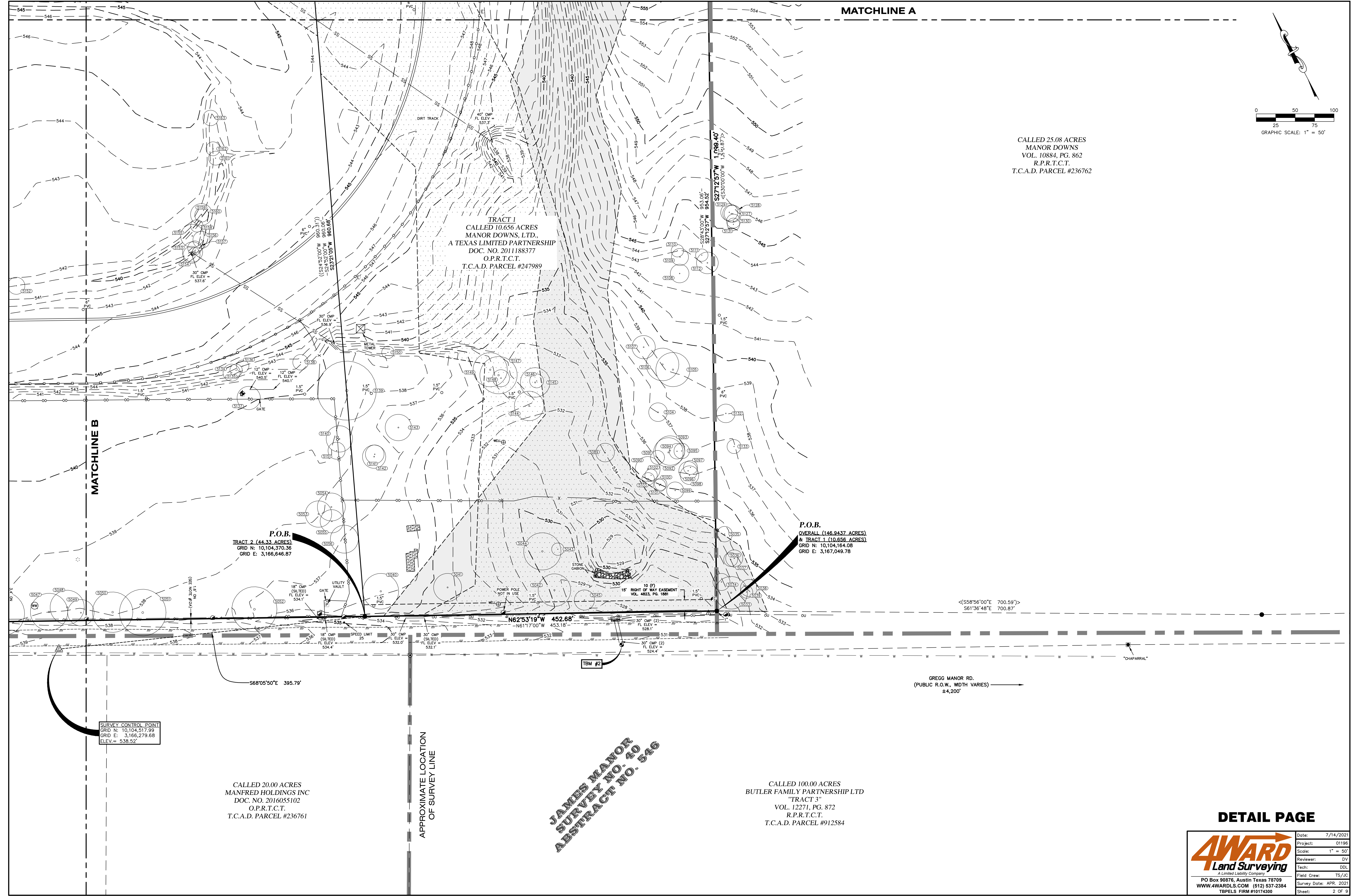
CALLED 25.08 ACRES  
MANOR DOWNS  
VOL. 10884, PG. 862  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #236762

TRACT 1  
CALLED 10.656 ACRES  
MANOR DOWNS, LTD.  
A TEXAS LIMITED PARTNERSHIP  
DOC. NO. 2011188377  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247989

P.O.B.  
TRACT 2 (44.33 ACRES)  
GRID N: 10,104,370.36  
GRID E: 3,166,646.87

P.O.B.  
OVERALL (146.9437 ACRES)  
& TRACT 1 (10.656 ACRES)  
GRID N: 10,104,164.08  
GRID E: 3,167,049.78

MATCHLINE B



SURVEY CONTROL POINT  
GRID N: 10,104,517.99  
GRID E: 3,166,279.68  
ELEV = 538.52'

CALLED 20.00 ACRES  
MANFRED HOLDINGS INC  
DOC. NO. 2016055102  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #236761

APPROXIMATE LOCATION  
OF SURVEY LINE

JAMES MANOR  
SURVEY NO. 40  
ABSTRACT NO. 546

CALLLED 100.00 ACRES  
BUTLER FAMILY PARTNERSHIP LTD  
"TRACT 3"  
VOL. 12271, PG. 872  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #912584

GREGG MANOR RD.  
(PUBLIC R.O.W., WIDTH VARIES)  
±4,200'

DETAIL PAGE



PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPELS FIRM #10174300

Date:	7/14/2021
Project:	01196
Scale:	1" = 50'
Reviewer:	DV
Tech:	DDL
Field Crew:	TS/JC
Survey Date:	APR. 2021
Sheet:	2 OF 9

P:\01196\04\01196.dwg

OVERALL  
146.9437 ACRE(S)  
6,400,869 SQUARE FEET

MATCHLINE A

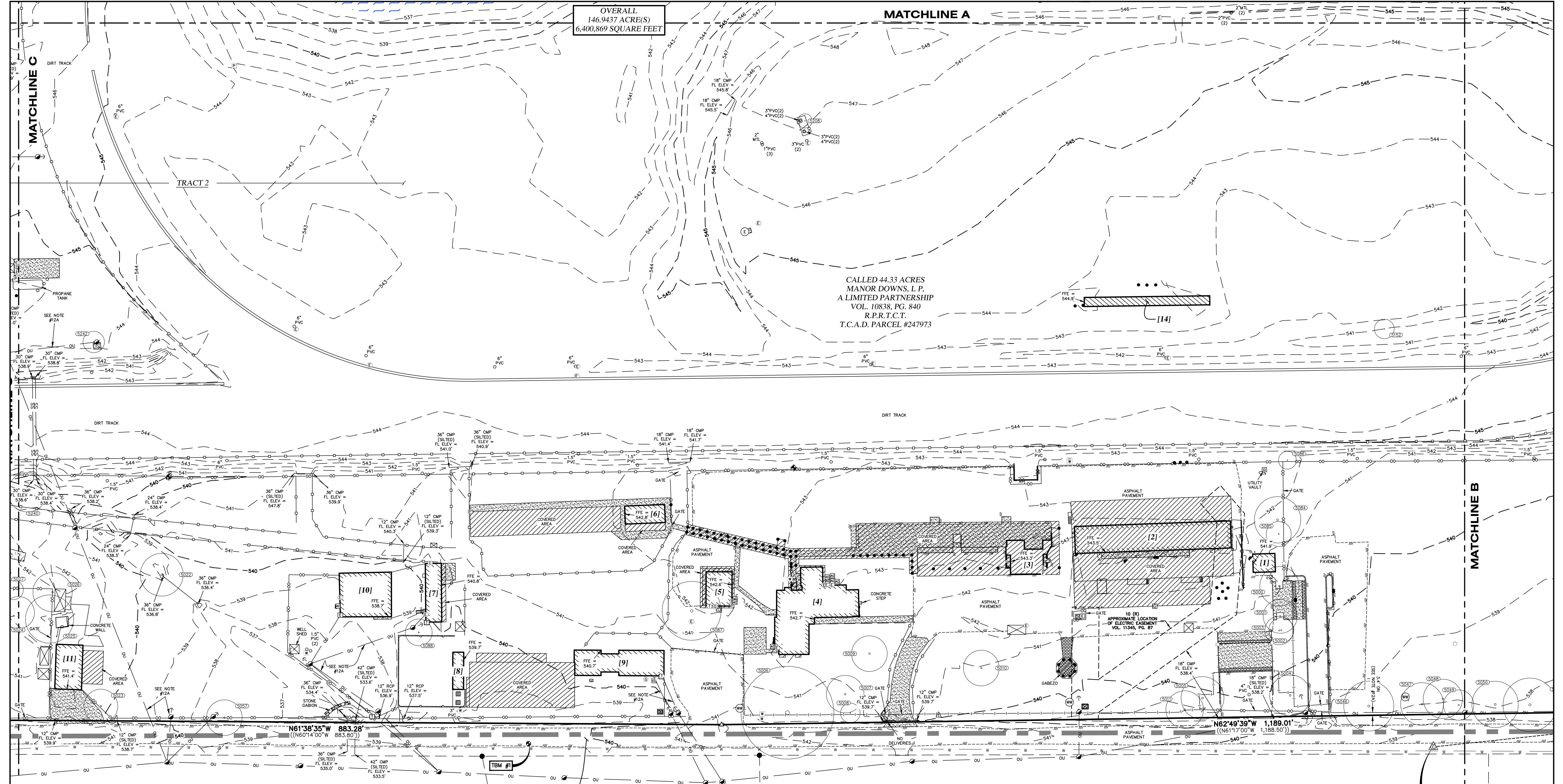
MATCHLINE C

TRACT 2

CALLED 44.33 ACRES  
MANOR DOWNS, L.P.  
A LIMITED PARTNERSHIP  
VOL. 10838, PG. 840  
R.P.R.T.C.T.  
T.C.A.D. PARCEL #247973

[14]

MATCHLINE B



N61°38'35"W 883.28'  
((N60°14'00"W 883.80'))

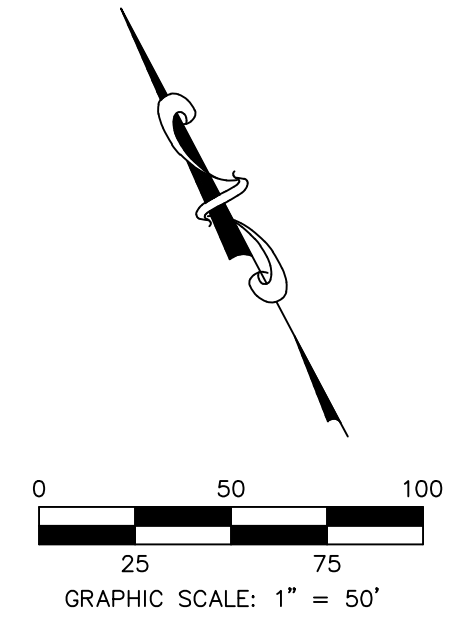
N62°49'39"W 1,189.01'  
((N61°17'00"W 1,188.50'))

HILL LANE  
(PUBLIC R.O.W. WIDTH VARIES)

CALLED 69.22 ACRES  
MANOR DOWNS PARTNERS L.P.  
DOC. NO. 1999103872  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #236746

CALLED 2.0 ACRES  
FCT REAL ESTATE  
HOLDINGS, LTD.  
DOC. NO.  
2007220268  
O.P.R.T.C.T.  
T.C.A.D. PARCEL  
#247983

CALLED 69.22 ACRES  
MANOR DOWNS PARTNERS L.P.  
DOC. NO. 1999103872  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #236746



SURVEY CONTROL POINT  
GRID N: 10,104,517.99  
GRID E: 3,166,279.68  
ELEV: 538.52'

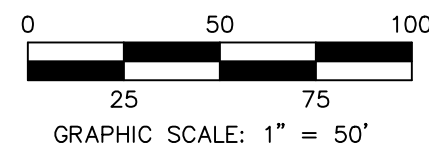
DETAIL PAGE

**4WARD**  
Land Surveying  
A Limited Liability Company

PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPELS FIRM #10174300

Date:	7/14/2021
Project:	01196
Scale:	1" = 50'
Reviewer:	DV
Tech:	DDL
Field Crew:	TS/JC
Survey Date:	APR. 2021
Sheet:	3 OF 9

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CALLED 59.67 ACRES  
 ("TRACT 3")  
 J. D. WEAVER FAMILY LIMITED  
 PARTNERSHIP II  
 VOL. 12651, PG. 477  
 R.P.R.T.C.T.  
 T.C.A.D. PARCEL #807512

MATCHLINE A

TRACT 7  
[C]

TRACT 4  
 CALLED 22.378 ACRES  
 MANOR DOWNS, LTD.,  
 A TEXAS LIMITED PARTNERSHIP  
 DOC. NO. 2011188383  
 O.P.R.T.C.T.  
 T.C.A.D. PARCEL #247972

TRACT 3  
[B]

MATCHLINE C

APPROXIMATE LOCATION  
 OF SURVEY LINE

P.O.B.  
 TRACT 7 (0.811 ACRES)  
 GRID N: 10,105,796.14  
 GRID E: 3,163,518.25

P.O.B.  
 TRACT 3 (6.96 ACRES)  
 & TRACT 4 (22.378 ACRES)  
 GRID N: 10,105,486.16  
 GRID E: 3,164,383.04

P.O.B.  
 TRACT 2 (3.06 ACRES)  
 GRID N: 10,105,381.21  
 GRID E: 3,164,679.70

**JOSIAH WILBARGER**  
**SURVEY NO. 42**  
**ABSTRACT NO. 794**

REMAINDER OF A  
 CALLED 46.21 ACRES  
 (TRACT "J")  
 OSO BAILANDO LTD  
 DOC. NO. 2003091782  
 O.P.R.T.C.T.  
 T.C.A.D. PARCEL #247975

**DETAIL PAGE**



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 TPELS FIRM #10174300

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Project:	01196
Scale:	1" = 50'
Reviewer:	DV
Tech:	DDL
Field Crew:	TS/JC
Survey Date:	APR. 2021
Sheet:	4 OF 9

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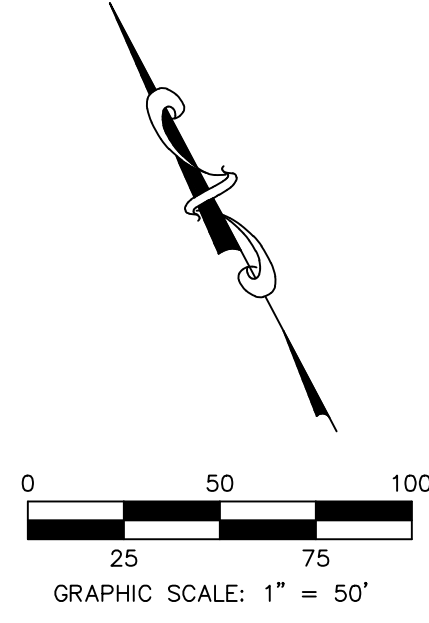
CALLED 13.918 ACRES  
 ("TRACT 2")  
 SARVI, L.L.C.  
 DOC. NO. 2004197709  
 O.P.R.T.C.T.  
 T.C.A.D. PARCEL #247988

P.O.B.  
 TRACT 6 (13.79 ACRES)  
 GRID N: 10,107,379.00  
 GRID E: 3,164,456.02

TRACT 6  
 CALLED 13.79 ACRES  
 (EXHIBIT "A", "TRACT 2")  
 OSO BAILANDO, L.T.D.  
 A TEXAS LIMITED PARTNERSHIP  
 DOC. NO. 2003091782  
 O.P.R.T.C.T.  
 T.C.A.D. PARCEL #247991

P.O.B.  
 TRACT 5 (44.952 ACRES)  
 GRID N: 10,106,383.59  
 GRID E: 3,164,924.83

ELIZABETH STANDIFORD  
 SURVEY NO. 43  
 ABSTRACT NO. 696



N43°21'00"E 659.571'  
 N50°38'40"E 659.71'

S56°52'15"E 301.69'  
 S55°24'00"E 301.70'  
 S55°24'00"E 301.70'

10 (A)  
 APPROXIMATE LOCATION  
 OF PIPELINE AND  
 APPURTENANCES EASEMENT  
 VOL. 2932, PG. 593 &  
 VOL. 3927, PG. 953

10 (B)  
 APPROXIMATE LOCATION OF  
 PIPELINE AND APPURTENANCES EASEMENT  
 VOL. 3617, PG. 1903

12" CMP  
 FL. ELEV. =  
 552.0'

12" CMP  
 (SILTED)  
 FL. ELEV. =  
 550.0'

MATCHLINE A

MATCHLINE C

**DETAIL PAGE**



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 WWW.4WARDLS.COM (512) 537-2384  
 TPELS FIRM #10174300

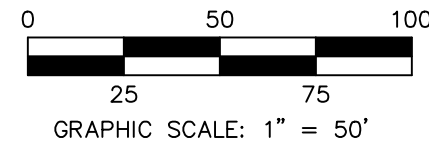
Date:	7/14/2021
Project:	01196
Scale:	1" = 50'
Reviewer:	DV
Tech:	DDL
Field Crew:	TS/JC
Survey Date:	APR. 2021
Sheet:	5 OF 9

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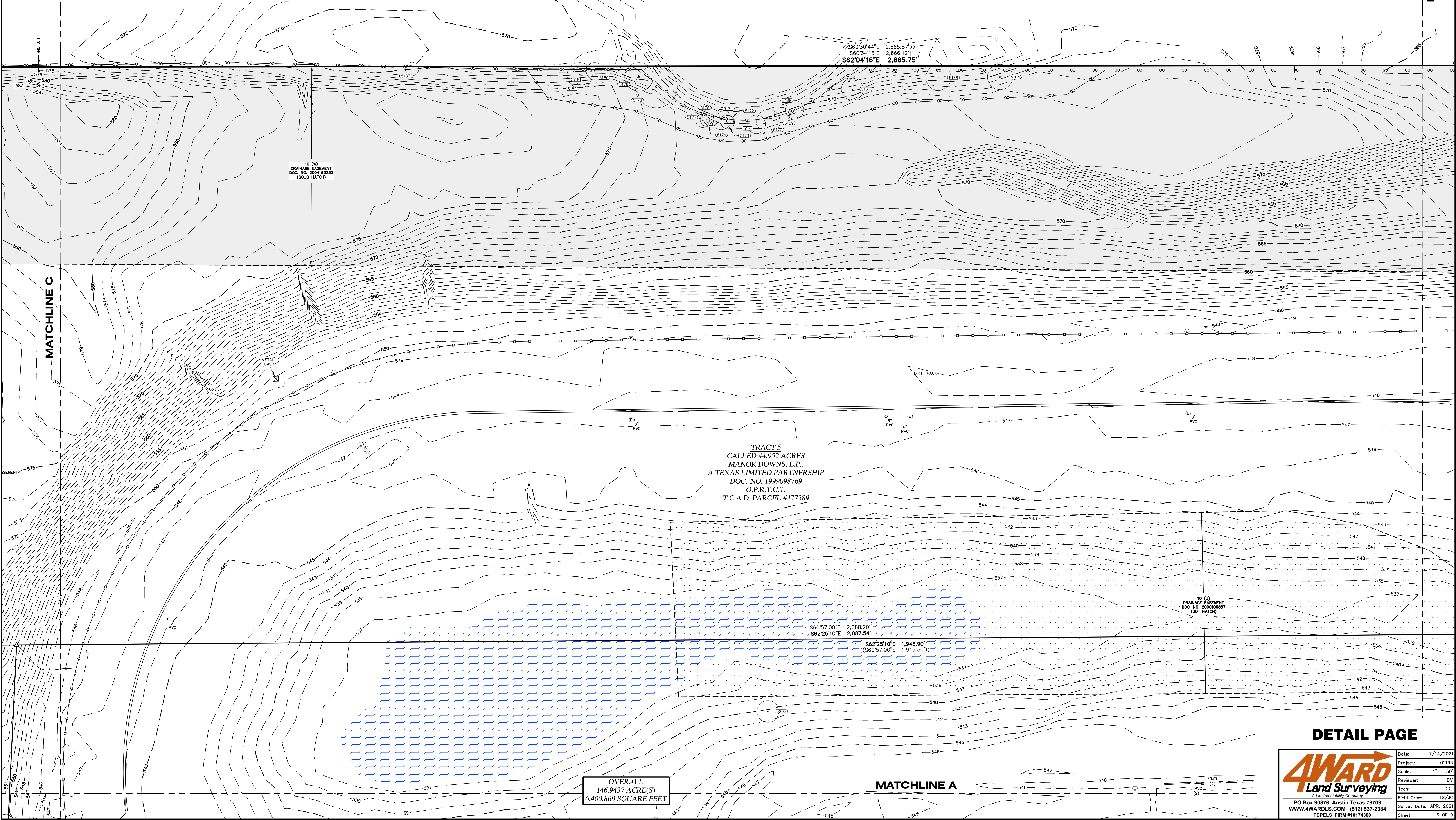


R.G. SANDERS  
SURVEY NO. 51  
ABSTRACT NO. 732

CALLED 247.500 ACRES  
("TRACT 1")  
SARVI, L.L.C.  
DOC. NO. 2004197709  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247967



MATCHLINE B



TRACT 5  
CALLED 44.952 ACRES  
MANOR DOWNS, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
DOC. NO. 1999098769  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #477389

S60°57'00"E 2,088.20'  
S62°25'10"E 2,087.54'  
S62°25'10"E 1,948.90'  
(S60°57'00"E 1,949.50')

OVERALL  
146.9437 ACRE(S)  
6,400,869 SQUARE FEET

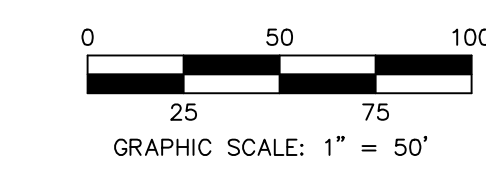
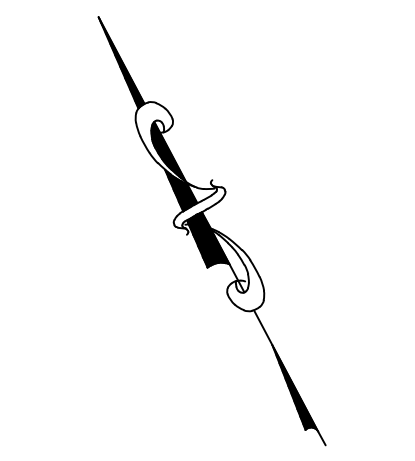
MATCHLINE A

DETAIL PAGE

**4WARD**  
Land Surveying  
A Limited Liability Company  
PO Box 90876, Austin Texas 78709  
WWW.4WARDL.S.COM (512) 537-2384  
TPELS FIRM #10174300

Date:	7/14/2021
Project:	01196
Scale:	1" = 50'
Reviewer:	DV
Tech:	DDL
Field Crew:	TS/JC
Survey Date:	APR. 2021
Sheet:	6 OF 9

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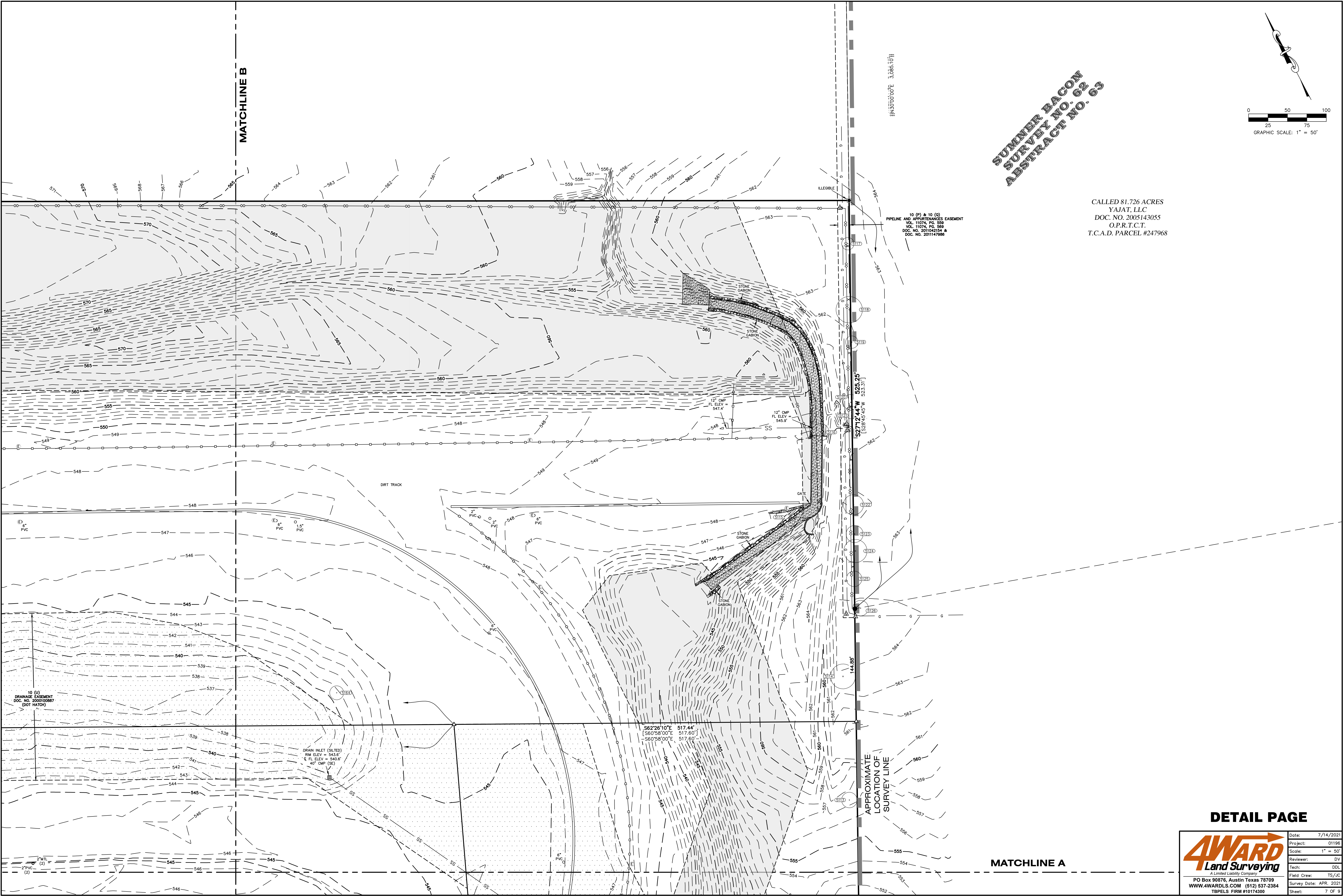


**SUMNER BACON  
SURVEY NO. 62  
ABSTRACT NO. 63**

CALLED 81.726 ACRES  
YAJAT, LLC  
DOC. NO. 2005143055  
O.P.R.T.C.T.  
T.C.A.D. PARCEL #247968

**MATCHLINE B**

**MATCHLINE A**



8832000.00'E 3,065.10'

10 (P) & 10 (Q)  
PIPELINE AND APPURTENANCES EASEMENT  
VOL. 11074, PG. 559  
VOL. 11074, PG. 569  
DOC. NO. 2011042154 &  
DOC. NO. 2011147988

S2717.44' W  
[328.76' NS W 325.31']

144.88'

APPROXIMATE  
LOCATION OF  
SURVEY LINE

10 (U)  
DRAINAGE EASEMENT  
DOC. NO. 2000100887  
(DOT HATCH)

GRAN INLET (SILTED)  
RIM ELEV = 543.6'  
& FL ELEV = 540.6'  
40" CMP (SE)

S62°26'10"E 517.44'  
[S60°58'00"E 517.60'  
S60°58'00"E 517.60']

**DETAIL PAGE**



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TBPELS FIRM #10174300

Date:	7/14/2021
Project:	01196
Scale:	1" = 50'
Reviewer:	DV
Tech:	DDL
Field Crew:	TS/JC
Survey Date:	APR. 2021
Sheet:	7 OF 9

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**LEGAL DESCRIPTION (OVERALL -- 146.9437 ACRES)**

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 146.9437 ACRES (6,400,869 SQUARE FEET) PARTIALLY OUT OF THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, PARTIALLY OUT OF THE ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, PARTIALLY OUT OF THE BILBAIRGER SURVEY NO. 42, ABSTRACT NO. 794, AND PARTIALLY OUT OF THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, ALL IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 10,656 ACRE TRACT CONVEYED TO MANOR DOWNS, LTD. BY DEED RECORDED IN VOLUME 200188377 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), BEING ALL OF A CALLED 44.33 ACRE TRACT CONVEYED TO MANOR DOWNS, LP IN VOLUME 10838, PAGE 840 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), BEING ALL OF A CALLED 3.06 ACRE TRACT CONVEYED TO MANOR DOWNS, LP IN VOLUME 10894, PAGE 835 (R.P.R.T.C.T.), BEING ALL OF A CALLED 6.96 ACRE TRACT CONVEYED TO MANOR DOWNS PARTNERS, L.P. IN VOLUME 11251, PAGE 1136 (R.P.R.T.C.T.), BEING ALL OF A CALLED 22.378 ACRE TRACT CONVEYED TO MANOR DOWNS, LTD IN DOCUMENT NO. 2011188383 (O.P.R.T.C.T.), BEING ALL OF A CALLED 44,952 ACRE TRACT CONVEYED TO MANOR DOWNS, L.P. IN DOCUMENT NO. 1999098769 (O.P.R.T.C.T.), BEING ALL OF A CALLED 13.79 ACRE TRACT (EXHIBIT "A" - TRACT 2) CONVEYED TO OSO BALANDO, LTD. IN DOCUMENT NO. 2003091782 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 0.811 ACRE EASEMENT ESTATE (30-FOOT ACCESS EASEMENT) RECORDED IN VOLUME 11586, PAGE 852 (R.P.R.T.C.T.), AND HAVING BEEN CONVEYED TO OSO BALANDO, LTD. IN DOCUMENT NO. 2003091782 (O.P.R.T.C.T.), BEING THE REMNANT PORTION OF A CALLED 98.583 ACRE TRACT CONVEYED TO MANOR DOWNS IN VOLUME 10884, PAGE 856 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 146.9437 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**RECORD LEGAL DESCRIPTION (TRACT 2 -- 44.33 ACRES)**

BEING 44.33 ACRES OF LAND OUT OF AND A PART OF THE R.G. SANDERS SURVEY, SITUATED IN TRAVIS COUNTY, TEXAS, SAID 44.33 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 47.41 ACRE TRACT THAT WAS CONVEYED TO RAYMOND V. MAYES SR. BY DEED RECORDED IN VOLUME 2981 PAGE 195 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 47.41 ACRE TRACT BEING A PORTION OF THAT CERTAIN 357.41 ACRE TRACT DESCRIBED IN VOLUME 2877 PAGE 401 OF THAT TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 44.33 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A STEEL PIN SET AT A FENCE CORNER POST IN THE NORTH LINE OF HILL LANE, A COUNTY ROAD, FOR THE SOUTHEAST CORNER OF THE 44.33 ACRE TRACT HEREIN DESCRIBED, SAID POINT BEING THE SOUTHEAST CORNER OF SAID 47.41 ACRE TRACT AND FROM WHICH POINT THE SOUTHEAST CORNER OF SAID 357.41 ACRE TRACT BEARS S81°-17'E 452.0 FEET;

THENCE WITH THE FENCE ALONG THE NORTH LINE OF SAID HILL LANE, SAME BEING THE SOUTH LINE OF SAID 47.41 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

- 1) N61°-17'W 1188.5 FEET TO A BEND IN THE FENCE;
- 2) N60°-14'W 883.8 FEET TO A STEEL PIN SET AT A FENCE CORNER FOR THE SOUTHWEST CORNER OF THE 44.33 ACRE TRACT HEREIN DESCRIBED, SAID POINT BEING THE SOUTHEAST CORNER OF THAT CERTAIN 1.0 ACRE TRACT DESCRIBED IN VOLUME 3490 PAGE 1382 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS;

THENCE LEAVING SAID HILL LANE AND WITH THE FENCE ALONG THE EAST LINE OF SAID 1.0 ACRE TRACT, SAME BEING THE WEST LINE OF THIS SURVEY N32°-13'E AT 298.59 FEET PASS THE NORTHEAST CORNER OF SAID 1.0 ACRE TRACT SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN 2.09 ACRE TRACT DESCRIBED IN VOLUME 3570 PAGE 36 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, CONTINUE WITH THE EAST LINE OF SAID 2.09 ACRE TRACT FOR THE NORTHWEST CORNER OF THE 44.33 ACRE TRACT HEREIN DESCRIBED, SAID POINT BEING IN THE NORTH LINE OF SAID 47.41 ACRE TRACT;

THENCE WITH THE FENCE ALONG THE NORTH LINE OF SAID 47.41 ACRE TRACT S60°-57'E 949.5 FEET TO A STEEL PIN SET AT A FENCE CORNER AT THE NORTHEAST CORNER OF SAID 47.41 ACRE TRACT FOR THE NORTHEAST CORNER OF THE 44.33 ACRE TRACT HEREIN DESCRIBED;

THENCE WITH THE FENCE ALONG THE EAST LINE OF SAID 47.41 ACRE TRACT S24°-52'W 960.31 FEET TO THE PLACE OF BEGINNING, CONTAINING 44.33 ACRES OF LAND.

**RECORD LEGAL DESCRIPTION (TRACT 2 -- 3.06 ACRES)**

FIELDNOTES DESCRIBING 3.06 ACRES OF LAND OUT OF THE R.G. SANDERS SURVEY, TRAVIS COUNTY, TEXAS, SAID 3.06 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING THAT CERTAIN TWO (2) TRACTS OF LAND CONVEYED TO CARL D. TORN JR. IN VOLUME 3490, PAGE 1382 AND VOLUME 3570, PAGE 36 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAME 3.06 ACRE TRACT BEING A PORTION OF THAT CERTAIN 47.41 ACRE TRACT CONVEYED TO RAYMOND V. MAYES SR. BY DEED RECORDED IN VOLUME 2981, PAGE 195 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 3.06 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A STEEL PIN SET IN THE NORTH LINE OF A COUNTY ROAD, LOCALLY KNOWN AS HILL LANE, SAME BEING THE SOUTHWEST CORNER OF A 1.0 ACRE TRACT CONVEYED TO C.D. TORN JR. AS RECORDED IN THE ABOVE SAID VOLUME 3490, PAGE 1382 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAME POINT BEING THE SOUTHWEST CORNER OF SAID 47.41 ACRE TRACT AND THE SOUTHWEST CORNER OF THE 3.06 ACRE TRACT HEREIN DESCRIBED;

THENCE WITH THE WEST LINE OF THIS SURVEY SAME BEING THE WEST LINE OF THE SAID 1.0 ACRE TRACT N32°-11'E AT 325 FEET PASS THE NORTHWEST CORNER OF THE ABOVE SAID 1.0 ACRE TRACT AND THE SOUTHWEST CORNER OF THAT CERTAIN 2.09 ACRE TRACT CONVEYED TO C.D. TORN JR. AS RECORDED IN THE ABOVE SAID VOLUME 3570, PAGE 36 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, CONTINUE FOR A TOTAL DISTANCE OF 973.67 FEET TO A STEEL PIN SET AT A FENCE CORNER FOR THE NORTHWEST CORNER OF THIS SURVEY;

THENCE WITH THE NORTH LINE OF SAID 2.09 ACRE TRACT SAME BEING THE NORTH LINE OF THE 3.06 ACRE TRACT HEREIN DESCRIBED S60°-55'E 138.68 FEET TO A STEEL PIN SET FOR THE NORTHEAST CORNER OF THIS SURVEY;

THENCE WITH THE EAST LINE OF THE ABOVE SAID 2.09 ACRE TRACT S32°-11'W AT 656.44 FEET PASS THE SOUTHEAST CORNER OF THE 2.09 ACRE TRACT AND THE NORTHEAST CORNER OF THE ABOVE SAID 1.0 ACRE TRACT CONTINUE FOR A TOTAL DISTANCE OF 955.03 FEET TO A STEEL PIN FOUND IN THE NORTH LINE OF THE ABOVE SAID HILL LANE, SAME BEING THE SOUTHEAST CORNER OF THE ABOVE SAID 1.0 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS 3.06 ACRE TRACT HEREIN DESCRIBED;

THENCE WITH THE SOUTH LINE OF SAID HILL LANE, SAME BEING THE SOUTH LINE OF THIS SURVEY N68°-36'W 140.06 FEET TO THE PLACE OF BEGINNING CONTAINING 3.06 ACRES OF LAND; TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON ("THE PROPERTY");

**RECORD LEGAL DESCRIPTION (TRACT 3 -- 6.96 ACRES)**

6.96 ACRES OF LAND OUT OF THE R. G. SANDERS SURVEY AND THE JAMES GILLELAND SURVEY, TRAVIS COUNTY, TEXAS, SAID 6.96 ACRES BEING MORE PARTICULARLY DESCRIBED AS BEING PART OF THAT CERTAIN 310.0 ACRE TRACT CONVEYED TO J. NELSON SANDERS, BY DEED RECORDED IN VOLUME 2966, PAGE 785 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS;

BEGINNING AT A STEEL PIN SET AT A FENCE CORNER IN THE NORTH LINE OF A COUNTY ROAD LOCALLY KNOWN AS HILL LANE, SAID POINT BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF THE ABOVE SAID 310.0 ACRE SANDERS TRACT AND THE SOUTHWEST CORNER OF THE 6.96 ACRE TRACT HEREIN DESCRIBED;

THENCE WITH THE FENCE AND THE LINE BETWEEN THE ABOVE SAID 310.0 ACRE SANDERS TRACT AND THAT CERTAIN 61.7 ACRE TRACT CONVEYED TO W. A. BECK OF RECORD IN VOLUME 2499, PG. 310 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS; N32°05'E 1043.79 FEET TO A STEEL PIN SET AT A FENCE CORNER FOR THE NORTHWEST CORNER OF THIS SURVEY;

THENCE WITH THE FENCE ALONG THE NORTH LINE OF THIS SURVEY S 55°24'E 301.70 FEET TO A STEEL PIN SET FOR THE NORTHEAST CORNER OF THIS SURVEY;

THENCE WITH AN EAST LINE OF THE ABOVE SAID 310.0 ACRE TRACT, SAME BEING THE WEST LINE OF A 2.09 ACRE TRACT CONVEYED TO J. NELSON SANDERS, BY DEED RECORDED IN VOLUME 3570, PG. 36 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, S32°11'W AT 656.44 FEET PASS THE NORTHWEST CORNER OF AN ADJOINING 1.0 ACRE TRACT OF RECORD IN VOLUME 3490, PG. 1382 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, CONTINUE WITH THE EAST LINE OF THE ABOVE SAID 310.0 ACRE TRACT, SAME BEING THE WEST LINE OF THE ABOVE SAID 1.0 ACRE TRACT FOR A TOTAL DISTANCE OF 973.67 FEET TO A STEEL PIN SET IN THE NORTH LINE OF THE ABOVE SAID HILL LANE, FOR THE SOUTHEAST CORNER OF THIS SURVEY;

THENCE WITH THE NORTH LINE OF THE ABOVE SAID HILL LANE, SAME BEING A SOUTH LINE OF THE ABOVE SAID 310.0 ACRE TRACT AND THE SOUTH LINE OF THIS SURVEY, N68°36'W 305.22 FEET TO THE PLACE OF BEGINNING CONTAINING 6.96 ACRES OF LAND OF WHICH 0.06 ACRES ARE OUT OF THE JAMES GILLELAND SURVEY AND 6.90 ACRES ARE OUT OF THE R. G. SANDERS SURVEY; TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON ("THE PROPERTY");

**RECORD LEGAL DESCRIPTION (TRACT 4 -- 22.378 ACRES)**

FIELD NOTES FOR 21.378 ACRES OF LAND OUT OF THE R.G. SANDERS SURVEY NO 51, ABSTRACT NO. 732 IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE 98.583 ACRE TRACT CONVEYED TO MANOR DOWNS, L.P., BY DEED RECORDED IN VOLUME 10884, PAGE 856, REAL PROPERTY RECORDS, AND FURTHER BEING OUT OF A 78.40 ACRE TRACT CONVEYED TO MANOR DOWNS, LTD. BY DEED RECORDED IN VOLUME 11251, PAGE 1136, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTH LINE OF HILL LANE, A 30 FOOT PUBLIC ROADWAY, SAME BEING AT AN ANGLE POINT IN A 98.583 ACRE TRACT AS DESCRIBED IN A DEED RECORDED IN VOLUME 10884, PAGE 856, REAL PROPERTY RECORDS, AND FURTHER BEING IN THE SOUTH LINE OF A 70.40 ACRE TRACT DESCRIBED IN VOLUME 11251, PAGE 1136, REAL PROPERTY RECORDS, ALSO BEING THE S.W. CORNER OF A 6.9 ACRE TRACT CONVEYED TO MANOR DOWNS, LP BY DEED RECORDED IN VOLUME 10838, PAGE 850, REAL PROPERTY RECORDS, FOR THE S.E. CORNER HEREOF;

THENCE N67°21'25"W, ALONG SAID HILL LANE FOR A DISTANCE OF 469.31 FEET TO A POINT, FROM WHICH POINT A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID HILL LANE, AT THE N.E. CORNER OF A 3.5768 AVE AND EXCEPT TRACT DESCRIBED IN VOLUME 10884, PAGE 856, BEARS S23°32'07"W AT A DISTANCE OF 30.00 FEET, AND PASSING SAID POINT FOR A TOTAL OF 673.49 FEET TO A 1/2" IRON ROD SET WITH CAP LABELED "WATERLOO RPLS 4324" AT THE S.W. CORNER OF SAID 70.40 ACRE TRACT, FOR A CORNER HEREOF;

THENCE N68°48'08"E ALONG SAID HILL LANE FOR A DISTANCE OF 223.83 FEET TO A 1/2" IRON ROD SET WITH CAP LABELED "WATERLOO RPLS 4324" AT THE S.E. CORNER OF THE 0.811 ACRE 30 FOOT ACCESS TRACT AS DESCRIBED IN A DEED TO OSO BALANDO RECORDED IN DOCUMENT NO. 2003091782, OFFICIAL PUBLIC RECORDS, FOR THE S.W. CORNER HEREOF;

THENCE N33°21'03"E ALONG THE COMMON EAST LINE OF SAID 30 FOOT ACCESS TRACT, AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 1174.79 FEET LO A 1/2" IRON ROD SET WITH CAP LABELED "WATERLOO RPLS 4324" IN THE S.W. LINE OF A 13.79 ACRE TRACT CONVEYED TO OSO BALANDO, LTD., BY DEED RECORDED IN DOCUMENT NO. 2003091782, OFFICIAL PUBLIC RECORDS, FOR THE POINT HEREOF, FROM WHICH POINT A 1/2" IRON ROD FOUND AT THE S.W. CORNER OF SAID 13.79 ACRE TRACT, SAME BEING IN THE S.E. LINE OF A 134.353 ACRE TRACT CONVEYED TO J.D. WEAVER FAMILY LP, BY DEED RECORDED IN VOLUME 12651, PAGE 471, REAL PROPERTY RECORDS, BEARS N59°17'31"W AT A DISTANCE OF 30.01 FEET;

THENCE S59°17'31"E ALONG THE S.W. LINE OF SAID OSO BALANDO TRACT SAME BEING THE N.E. LINE OF SAID 70.40 ACRE TRACT FOR A DISTANCE OF 881.76 FEET TO A 1/2" IRON ROD SET WITH CAP LABELED "WATERLOO RPLS 4324" AT THE S.E. CORNER OF SAID OSO BALANDO TRACT, SAME BEING THE S. W. CORNER OF A 44.952 TRACT CONVEYED TO MANOR DOWNS, L.P., BY DEED RECORDED IN DOCUMENT NO. 1999098769, OFFICIAL PUBLIC RECORDS, AND ALSO BEING THE N.W. CORNER OF SAID 6.9 ACRE TRACT, FOR THE N.E. CORNER HEREOF;

THENCE S33°21'51"W ALONG THE COMMON LINE OF SAID 6.9ACRE TRACT AND THE S.E. LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 1043.19 FEET TO THE POINT OF BEGINNING, CONTAINING 22.378 ACRES OF LAND MORE OR LESS.

**RECORD LEGAL DESCRIPTION (TRACT 5 -- 44.952 ACRES)**

FIELD NOTES DESCRIBING 44.952 ACRES OF LAND OUT OF THE ROBERT G SANDERS SURVEY NO 51 SITUATED IN TRAVIS COUNTY, TEXAS, SAID 44.952 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 292.384 ACRE TRACT CONVEYED TO J NELSON SANDERS, ET AL BY DEED OF RECORD IN VOLUME 2966, PAGE 785 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 44.952 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT A FENCE CORNER MARKING THE SOUTHWEST CORNER OF SAID 292.384 ACRE TRACT, IT BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 6.96 ACRE TRACT CONVEYED TO MANOR DOWNS BY DEED OF RECORD IN VOLUME 10838, PAGE 850 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS;

THENCE WITH THE WEST LINE OF THIS 44.952 ACRE TRACT SAME LINE BEING THE EAST LINE OF THAT CERTAIN F WILLIAM CARR, JR. 13.79 ACRE TRACT N32°11'00"E 661.08 FEET TO AN IRON PIN FOUND FOR THE NORTHWEST CORNER OF THIS 44.952 ACRE TRACT, SAID IRON PIN BEING THE NORTHEAST CORNER OF SAID WILLIAM CARR TRACT,

THENCE CROSSING THE ABOVE SAID 292.384 ACRE TRACT S60°34'13"E 2866.12 FEET TO AN IRON PIN SET IN THE EAST LINE OF THE ABOVE SAID 292.384 ACRE TRACT,

THENCE WITH THE EAST LINE OF THE SAID 292.384 ACRE TRACT S28°43'00"W 670.13 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE ABOVE SAID 292.384 ACRE TRACT, SAID IRON PIN BEING ALSO THE NORTHEAST CORNER OF THAT CERTAIN 10.656 ACRE TRACT THAT WAS CONVEYED TO MANOR DOWNS BY DEED OF RECORD M VOLUME 10838, PAGE 859 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS,

THENCE WITH THE SOUTH LINE OF SAID 292.384 ACRE TRACT, SAME LINE BEING THE NORTH LINE OF THE MANOR DOWNS PROPERTY BEARS THE FOLLOWING THREE (3) COURSES,

- 1) N60°58'00"W 517.60 FEET TO AN IRON PIN FOUND;
- 2) N60°57'00"W 2088.20 FEET TO AN IRON PIN FOUND;
- 3) N55°24'00"W 301.70 FEET TO THE PLACE OF BEGINNING CONTAINING 44.952 ACRES OF LAND

**RECORD LEGAL DESCRIPTION (TRACT 6 -- 13.79 ACRES)**

TRACT TWO (2), CONTAINING 13.79 ACRES OF LAND OUT OF THE ABOVE SAID 98.583 ACRE TRACT, SAID 13.79 ACRES LIES NORTH OF HILL LANE AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A STEEL PIN FOUND IN THE WEST LINE OF SAID 98.583 ACRE TRACT, SAID STEEL PIN BEING THE SOUTHWEST CORNER OF THAT CERTAIN 13.92 ACRE TRACT THAT WAS CONVEYED TO J. NELSON SANDERS BY DEED OF RECORD IN VOLUME 5410 AT PAGE 1982 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 13.92 ACRE TRACT BEING A PORTION OF THE ORIGINAL 98.583 ACRE TRACT AND FROM THIS BEGINNING POINT THE NORTHWEST CORNER OF THE ORIGINAL 98.583 ACRE TRACT BEARS N33°21'E 663.25 FEET;

THENCE WITH THE SOUTH LINE OF THE ABOVE SAID 13.92 ACRE TRACT S59°18'52"E 912.20 FEET TO A STEEL PIN FOUND AT THE SOUTHEAST CORNER OF THE SAID 13.92 ACRE TRACT FOR THE NORTHEAST CORNER OF THE 13.79 ACRE TRACT HEREIN DESCRIBED, SAID POINT BEING IN AN EAST LINE OF THE ABOVE SAID 98.583 ACRE TRACT;

THENCE WITH A EAST LINE OF SAID 98.583 ACRE TRACT S33°21'51"W 659.57 FEET TO A STEEL PIN FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT,

THENCE LEAVING THE EAST LINE OF SAID 98.583 ACRE TRACT S59°18'52"W 912.04 FEET TO A POINT IN THE WEST LINE OF SAID 98.583 ACRE TRACT FOR THE SOUTHWEST CORNER OF THIS 13.79 ACRE TRACT,

THENCE WITH THE WEST LINE OF SAID 98.583 ACRE TRACT N33°21'E 659.57 FEET TO THE PLACE OF BEGINNING, CONTAINING 13.79 ACRES OF LAND.

**RECORD LEGAL DESCRIPTION (TRACT 7 -- 0.811 ACRES)**

30' INGRESS AND EGRESS EASEMENT, CONTAINING 0.811 ACRES

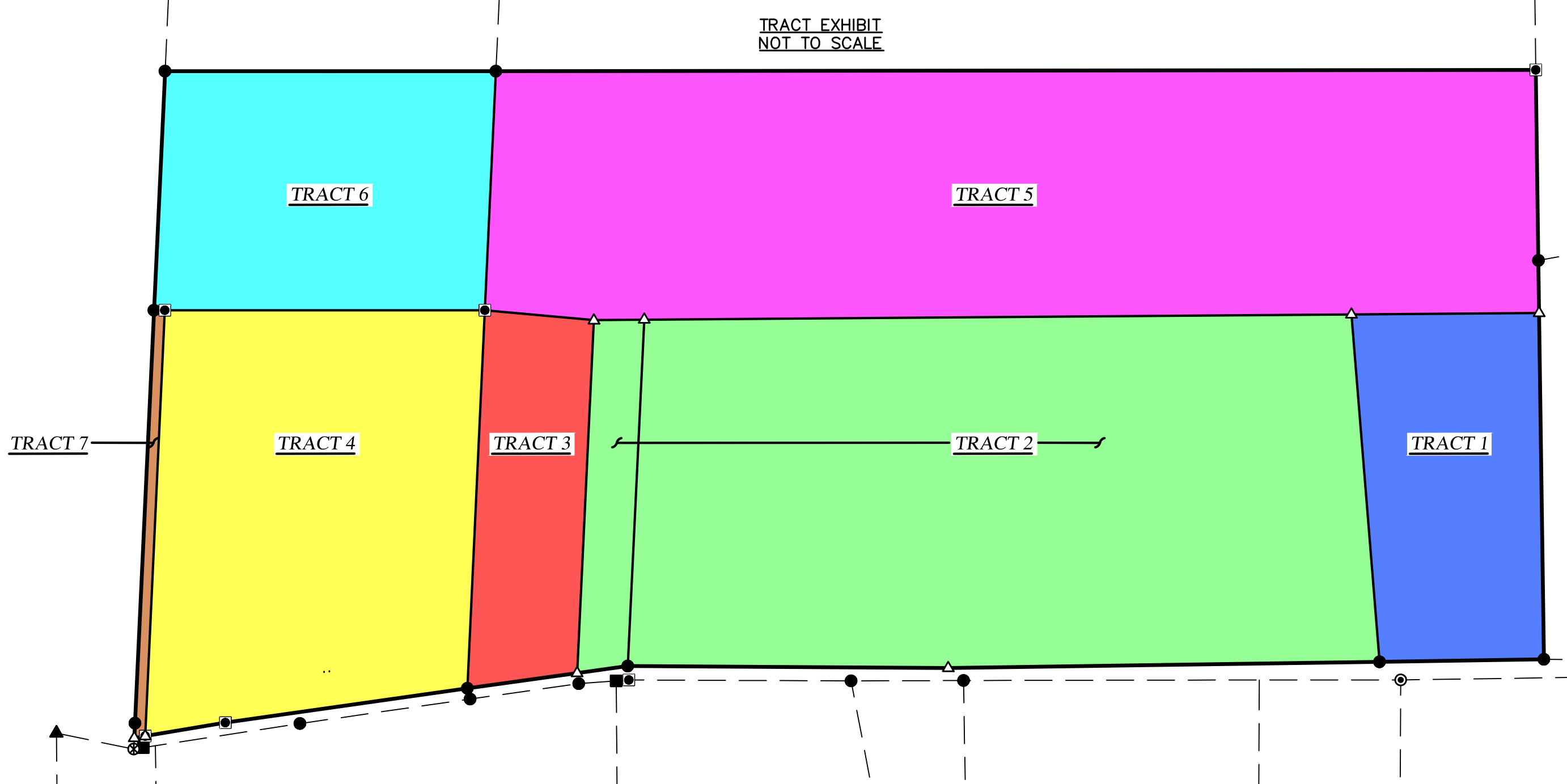
BEGINNING AT A POINT IN THE WEST LINE OF SAID 98.583 ACRE TRACT, AND IN THE NORTH LINE OF SAID ABANDONED COUNTY ROAD AND FROM THIS BEGINNING POINT AN INTERIOR CORNER OF SAID 98.583 ACRE TRACT BEARS S33°21'W 30.61 FEET TO A STONE MARKED WITH AN "X",

THENCE WITH THE WEST LINE OF THE SAID 98.583 ACRE TRACT N33°21' 1180.20 FEET TO A POINT IN THE SOUTH LINE OF SAID 13.92 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS TRACT AND THE SOUTHWEST CORNER OF THE SAID 13.92 ACRE TRACT,

THENCE WITH THE SOUTH LINE OF SAID 13.92 ACRE TRACT S59°18'52"E 30.03 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE WITH A LINE THAT IS 30 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SAID 98.583 ACRE TRACT S33°21'W 1175.52 FEET TO A POINT IN THE NORTH LINE OF SAID ABANDONED COUNTY ROAD,

THENCE WITH THE NORTH LINE OF SAID ABANDONED COUNTY ROAD N68°05'44" W 30.61 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.811 ACRE OF LAND.



**EXHIBIT OF TRACTS 1-7**

- |          |  |          |  |          |  |
|----------|--|----------|--|----------|--|
| TRACT 1: |  | TRACT 4: |  | TRACT 7: |  |
| TRACT 2: |  | TRACT 5: |  |          |  |
| TRACT 3: |  | TRACT 6: |  |          |  |

**LEGAL DESCRIPTIONS AND TRACT EXHIBIT**

**4WARD Land Surveying**  
A Limited Liability Company  
PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPELS FIRM #01174390

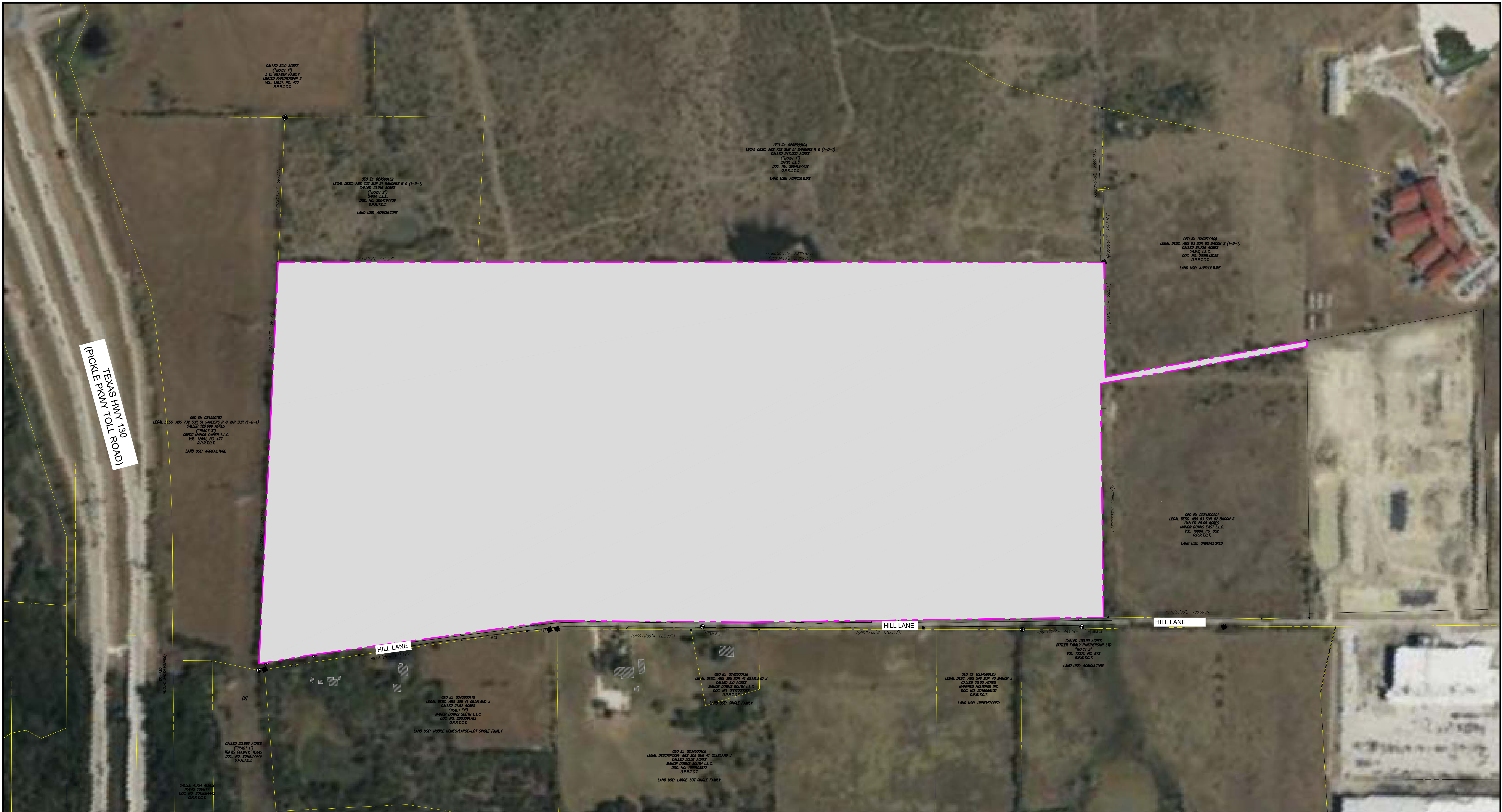
Date: 7/14/2021  
Project: 01196  
Scale: N/A  
Reviewer: DV  
Tech:DDL  
Field Crew: TS/JC  
Survey Date: APR. 2021  
Sheet: 8 OF 9  
P:\01196\0wg\01196.dwg



**Exhibit C**

**General Location Map**

V:\070422 - Dallas Industrial\070422-01-001 (ERIG) - Manor Downs\Engineering\Exhibits\2024.02.26 Land Reallocation Exhibit\2024.02.29 Land Re-Allocation ETJ Vicinity Map.dwg, 2/26/24 8:48 AM, lbrampton



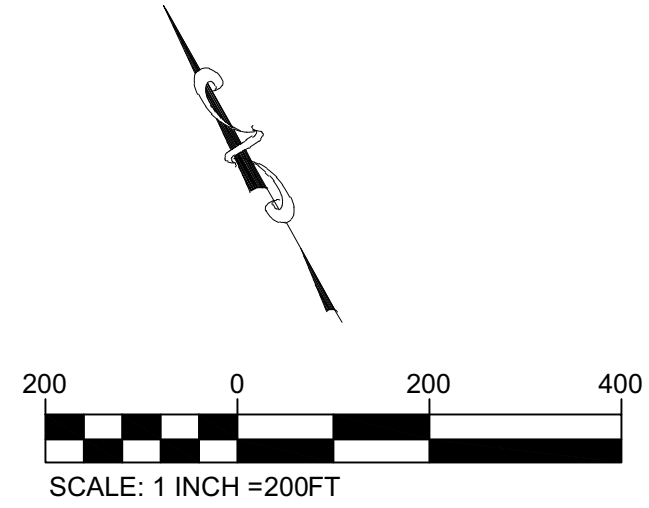
TEXAS HWY 130  
(PICKLE PKWY TOLL ROAD)

**LEGEND**

- PROPOSED PROPERTY BOUNDARY LINE
- R.O.W.
- EASEMENT LINE
- LOT LINE

NOTE: EXACT METES AND BOUNDS TO BE VERIFIED WITH FIELD SURVEY

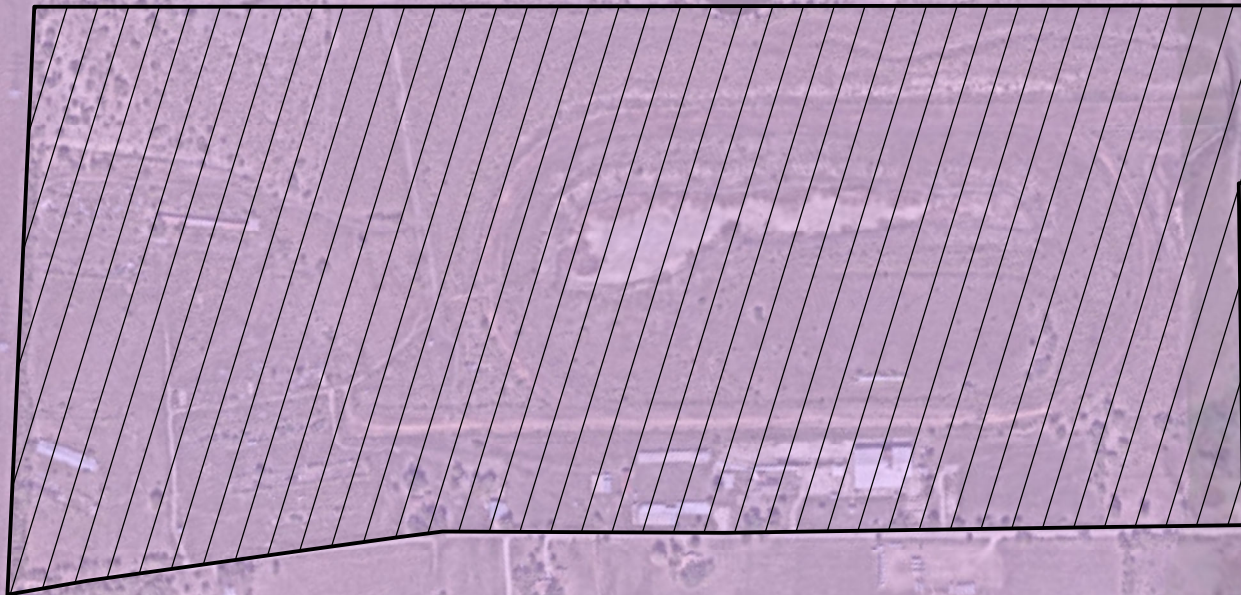
- \*NOTES:
1. PROPOSED MANOR DOWNS SITE
  2. PROPOSED SUBTRACTED AREA FROM MANOR DOWNS
  3. PROPOSED ADDED AREA TO MANOR DOWNS



<p><b>MANOR DOWNS INDUSTRIAL ETJ VICINITY MAP</b></p>	<p>THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF NICHOLAS G. KEHL, P.E. #104450 ON MARCH 1, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.</p>
<p>© 2024 Bowman Consulting Group Ltd 807 Las Cimas Parkway • Suite 350 • Austin, Texas 78746 Phone: (512) 327-1180 • Fax: (512) 327-4062 • www.bowman.com TBPE Firm Registration No. F-14309</p>	<p>March 1, 2024</p> <p>SHEET 1 OF 1</p>

**Exhibit D**  
**Detailed Map**

SEWER CCN NO. 20636  
CITY OF AUSTIN



SEWER CCN  
NO. 20378  
CITY OF MANOR



0 300 600 1,200 1,800 2,400 Feet





**Exhibit E**

**Manor City Council Meeting Agenda**

**Exhibit F**

**Wastewater Easements on Transfer Tract in this document**

**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

## **WASTEWATER LINES EASEMENT**

**Date:** \_\_\_\_\_, 2025

**Grantor:** DG Manor Downs Property Owner, L.P., a Delaware limited partnership

**Grantor's Address:** 17304 Preston Road, Suite 550  
Dallas, Dallas County, Texas 75252

**City:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**City's Address:** P.O. Box 1088  
Austin, Travis County, Texas 78767-1088

**Easement Tract:** All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

**Easement Duration:** Perpetual

**Easement Purpose:** To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

**Facilities:** Wastewater lines with all associated appurtenances

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

**Non-Permitted Activity:**

Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract unless specifically authorized by a development permit approved and issued by Travis County TNR and in coordination with the City of Austin

**Repairable Improvements:**

Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

The transfer, assignment, or sale of any portion of the Easement Tract to another governmental entity shall not affect this Easement, which shall remain in place with no additional compensation requested from Grantee.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

**DG Manor Downs Property Owner, L.P.,**  
a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,  
a Delaware limited liability company,  
General Partner

By: \_\_\_\_\_  
Name: Joseph Walker  
Title: Authorized Signatory

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_       §

Before me, the undersigned notary, on this day personally appeared Joseph Walker, Authorized Signatory of DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, General Partner of DG Manor Downs Property Owner, L.P., a Delaware limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2025.  
[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
City Reviewer Initials

**APPROVED AS TO FORM:**

CITY OF AUSTIN, TEXAS  
LAW DEPARTMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Attorney

**REVIEWED:**

CITY OF AUSTIN, TEXAS  
AUSTIN WATER UTILITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

LEGAL DESCRIPTION

BEING A 1.982 ACRE TRACT OF LAND (86,336 SQ. FT.) OUT OF THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, THE ELIZABETH STANDFORD SURVEY NO. 43, ABSTRACT NO. 696 AND THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, ALL IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE CALLED 146.9437 ACRE TRACT OF LAND CONVEYED TO DG MANOR DOWNS PROPERTY OWNER, LP, IN DOCUMENT NO. 2021159617 AND IN DOCUMENT NO. 2021159618 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 1.982 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "BCG" found for the southeasterly corner of said 146.9437 acre tract and the southwesterly corner of Tract 1, a 0.560 acre tract of land conveyed to Manor Downs East, LLC, in Document No. 2024046271, O.P.R.T.C.T., said 1/2-inch iron rod with plastic cap stamped "BCG" found also being in the existing northerly right-of-way line of Hill lane (variable width right of way);

THENCE N 27°13'57" E, departing the northerly existing right-of-way line of Hill Lane with the common line of said 146.9437 acre tract and said Tract 1, a distance of 8.36 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for the most southerly corner and **POINT OF BEGINNING** hereof;

THENCE departing the common line of said called 146.9437 acre tract and said Tract 1, over and across said 146.9437 acre tract the following four (4) courses and distances:

1. **N 62°06'04" W**, a distance of **2450.20 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for the beginning of a tangent curve to the left;
2. with said tangent curve to the left, an arc distance of **382.72 feet**, having a radius of **2531.00 feet**, a central angle of **08°39'50"**, and a chord which bears, **N 66°25'58" W**, a distance of **382.35 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for point of tangency;
3. **N 70°45'53" W**, a distance of **927.06 feet** to a calculated point;
4. **N 57°35'19" W**, a distance of **111.79 feet** to a calculated point in the westerly line of said called 146.9437 acre tract and the easterly line of a called 125.80 acre tract of land conveyed to Gregg Manor Owner, LLC in Document No. 202158342, O.P.R.T.C.T.;

THENCE **N 30°38'51" E**, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **45.02 feet** to a calculated point for the northern most corner of the easement described herein, from which a 1/2" iron rod found at the northwest corner of said called 146.9437 acre tract, at the southwest corner of a called 13.918 acre tract of land conveyed to Sarvi, L.L.C. in Document No. 2004197709, O.P.R.T.C.T., in the east line of said called 125.80 acre tract bears **N 30°38'51" E**, a distance of 1870.62 feet;

THENCE departing the common line of said called 146.9437 acre tract and said called 125.80 acre tract and over and across said 146.9437 acre tract the following seven (7) courses and distances:

1. **S 57°35'19" E**, a distance of **207.79 feet** to a calculated point;
2. **S 70°36'35" E**, a distance of **830.34 feet** to a calculated point;
3. **S 68°46'29" E**, a distance of **241.71 feet** to a calculated point;
4. **S 62°19'59" E**, a distance of **507.97 feet** to a calculated point;
5. **S 62°03'30" E**, a distance of **1006.76 feet** to a calculated point
6. **S 62°03'48" E**, a distance of **593.47 feet** to a calculated point;

EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

7. **S 62°31'06" E**, a distance of **480.34 feet** to calculated point in said common line of said called 146.9437 acre tract and said Tract 1, from which a 1/2-inch iron rod with plastic cap stamped "BCG" found for the northwesterly corner of said Tract 1, bears North 27°13'57" East, a distance of 1036.68 feet;

**THENCE S 27°13'57" W**, with said common line of said called 146.9437 acre tract and said Tract 1, a distance of **24.26 feet** to the **POINT OF BEGINNING** and containing 1.982 acres of land, within these metes and bounds.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 28th day of February 2025 A.D.

I hereby declare that this survey was made on the ground, under my supervision, and that it substantially complies with the current Texas Society of Professional Surveyors standards.



Daniel Wayne Cogburn  
Registered Professional Land Surveyor 6894

Bowman Consulting  
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Austin, TX 78746  
P: 512.327.1180  
TBPLS Firm No. 101206-00

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83)(CORS2011), CENTRAL ZONE. THIS IS A SURFACE DRAWING, UTILIZING A GRID TO SURFACE SCALE FACTOR OF 1.00010 SCALED ABOUT 0,0.

TCAD: 0242500133, 0242500113, 0242500131, & 0242500112  
Austin Grid: S29

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.



**EXHIBIT A**



ROBERT G. SANDERS  
SURVEY NO. 51.1782  
ABSTRACT NO. 732

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

15' RIGHT-OF-WAY EASEMENT  
MANVILLE WATER SUPPLY CORPORATION  
VOLUME 4823, PAGE 1881  
D.R.T.C.T.

15' RIGHT-OF-WAY EASEMENT  
MANVILLE WATER SUPPLY CORPORATION  
DOC. NO. 2023045175  
O.P.R.T.C.T.

9.84 ACRE DRAINAGE EASEMENT  
TO THE CITY OF AUSTIN  
DOC. NO. 2000100887  
O.P.R.T.C.T.

19.89 ACRE  
DRAINAGE EASEMENT  
TO THE CITY OF AUSTIN  
DOC. NO. 2004163233  
O.P.R.T.C.T.

**WASTEWATER LINES  
EASEMENT  
1.982 ACRES  
(86,336 SQ. FT.)**

15' RIGHT-OF-WAY EASEMENT  
MANVILLE WATER SUPPLY CORPORATION  
DOC. NO. 2023045175  
O.P.R.T.C.T.

TRACT 2  
0.560 ACRE  
DG MANOR DOWNS  
PROPERTY OWNER, LP  
DOC. NO. 2024046270  
O.P.R.T.C.T.

TRACT 1  
0.560 ACRE  
MANOR DOWNS EAST, LLC  
DOC. NO. 2024046271  
O.P.R.T.C.T.

MANOR DOWNS EAST, LLC  
CALLED (25.080 ACRES)  
DOC. NO. 2021159620  
O.P.R.T.C.T.

SEE PAGE 8  
FOR LEGEND, LINE  
AND CURVE TABLES

SEE  
DETAIL  
"A"

MANOR DOWNS 13 MORE, LLC  
CALLED (13.107 ACRES)  
DOC. NO. 2022087625  
O.P.R.T.C.T.

APPROX SURVEY LINE

- NOTES:**
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
  2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, DIVIDE BY THE COMBINED SCALE FACTOR.
  3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.00010.

JAMES MANOR  
SURVEY NO. 40  
ABSTRACT NO. 546

BUTLER FAMILY PARTNERSHIP, LTD.  
CALLED 53.5596 ACRES  
DOC. NO. 2023106464  
O.P.R.T.C.T.

APPROX. SURVEY LINE

EXISTING RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

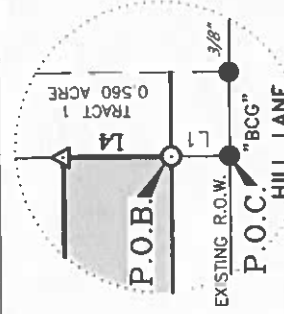
EXISTING RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

HILL LANE

(R.O.W. WIDTH VARIES)



DETAIL "A"  
(NOT TO SCALE)

**Bowman**  
CONSULTING

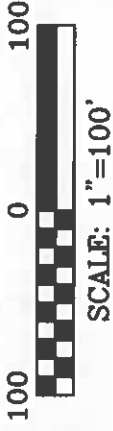
Bowman Consulting Group, Ltd.  
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Phone: (512) 327-1180  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2940

ROBERT G. SANDERS  
SURVEY NO. 51  
ABSTRACT NO. 732

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.



PAGE 4 OF 8

PAGE 5 OF 8

30' ELECTRIC EASEMENT  
BLUEBONNET ELECTRIC COOPERATIVE  
VOLUME 11345, PAGE 87  
D.R.T.C.T.

WASTEWATER LINES  
EASEMENT  
1.982 ACRES  
(86,336 SQ. FT.)

21.7'  
30.0'

30.0'

S 62°03'30" E 1006.76'

S 62°03'48" E 593.47'

N 62°08'04" W 2450.20'

EXISTING RIGHT-OF-WAY

APPROX. SURVEYLINE

EXISTING RIGHT-OF-WAY

HILL LANE

(R.O.W. WIDTH VARIES)

JAMES GILLELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

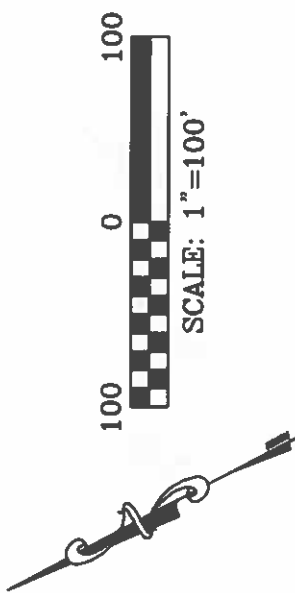
MANOR DOWNS 13 MORE, LLC  
CALLED (13.107 ACRES)  
DOC. NO. 2022087625  
O.P.R.T.C.T.

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Lee Cimas Pkwy, Las Cruces II, #350, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4066  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14308 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2940



20' PIPELINE EASEMENT  
TO LONE STAR GAS COMPANY  
VOLUME 3617, PAGE 1932  
DEED RECORDS OF  
TRAVIS COUNTY, TEXAS

APPROXIMATE LOCATION OF  
PIPELINE AND APPURTENANCES EASEMENT  
VOLUME 2932, PAGE 593 &  
VOLUME 3627, PAGE 953  
D.R.T.C.T.

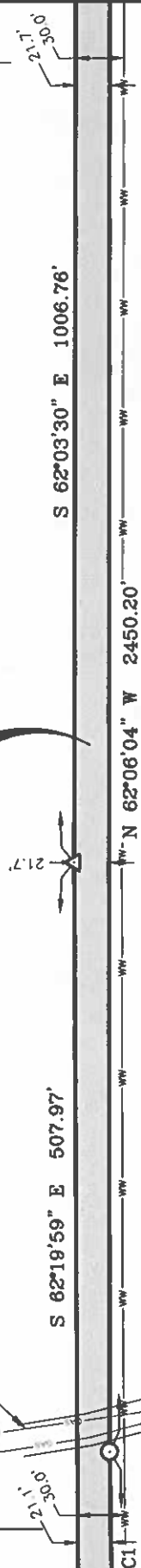
APPROXIMATE LOCATION OF  
PIPELINE AND APPURTENANCES EASEMENT  
VOLUME 3617, PAGE 1903  
D.R.T.C.T.

ROBERT G. SANDERS  
SURVEY NO. 51  
ABSTRACT NO. 732

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

WASTEWATER LINES  
EASEMENT  
1.982 ACRES  
(86,336 SQ. FT.)

PAGE 5 OF 8  
PAGE 4 OF 8



EXISTING RIGHT-OF-WAY  
EXISTING RIGHT-OF-WAY  
HILL LANE  
APPROX. SURVEY LINE  
(R.O.W. WIDTH VARIES)

JAMES GILELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.



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TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2840

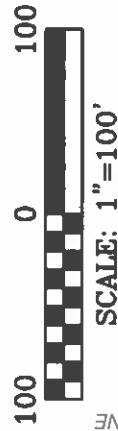
DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

WASTEWATER LINES  
EASEMENT  
1.982 ACRES  
(86,336 SQ. FT.)

ROBERT G. SANDERS  
SURVEY NO. 51  
ABSTRACT NO. 732

JAMES GLELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

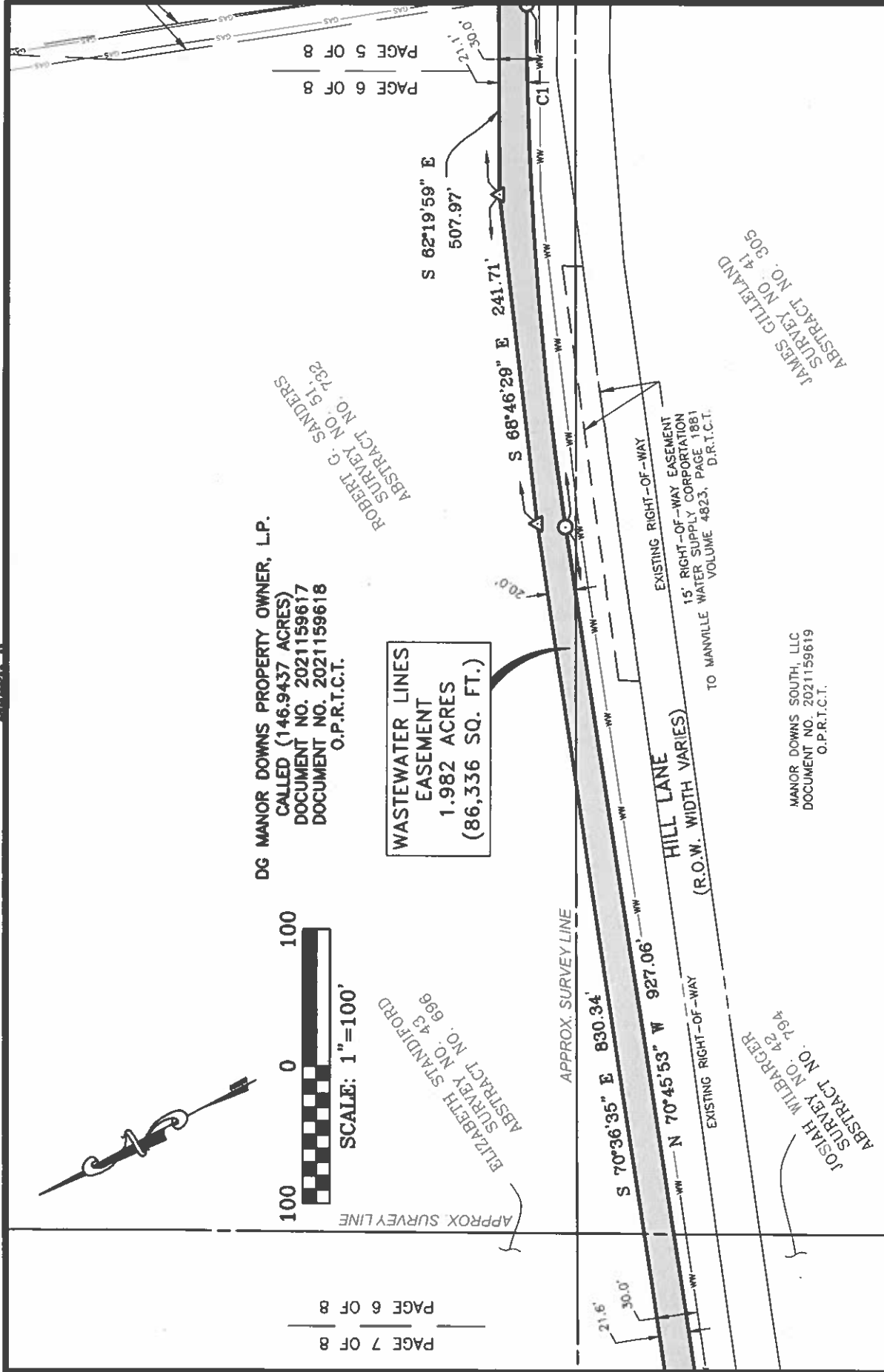


ELIZABETH STANDFORD  
SURVEY NO. 43  
ABSTRACT NO. 698

JOSIAH WILBARGER  
SURVEY NO. 42  
ABSTRACT NO. 794

PAGE 7 OF 8  
PAGE 6 OF 8

PAGE 6 OF 8  
PAGE 5 OF 8



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Phone: (512) 327-1180 Fax: (512) 327-4062  
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2940



SCALE: 1"=100'

SARVI, L.L.C.  
CALLED (13.918 ACRES)  
DOC. NO. 2004197709  
O.P.R.T.C.T.

120' WIDE  
ELECTRIC EASEMENT  
TO LCRA  
DOC. NO. 2010174019  
O.P.R.T.C.T.

ELIZABETH STANDFORD  
SURVEY NO. 43  
ABSTRACT NO. 696

GREGG MANOR OWNER, LLC  
CALLED (125.80 ACRES)  
DOC. NO. 2021258342  
O.P.R.T.C.T.

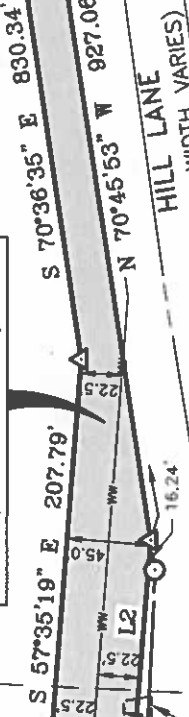
DG MANOR DOWNS  
PROPERTY OWNER, LP.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

30' INGRESS AND EGRESS EASEMENT  
TO CARR-MANOR DOWNS, LTD.  
VOLUME 11586, PAGE 852  
R.P.R.T.C.T.

APPROX. SURVEY LINE

S.H.130  
(R.O.W. WIDTH VARIES)

WASTEWATER LINES EASEMENT  
1.982 ACRES  
(86,336 SQ. FT.)



EXISTING RIGHT-OF-WAY  
EXISTING RIGHT-OF-WAY

JOSIAH WILBARGER  
SURVEY NO. 42  
ABSTRACT NO. 794

TRAVIS COUNTY  
CALLED (4.794 ACRES)  
DOC. NO. 2015064442  
O.P.R.T.C.T.

TRAVIS COUNTY  
CALLED (23.986 ACRES)  
DOC. NO. 2018017474  
O.P.R.T.C.T.

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.



Bowman Consulting Group, Ltd.  
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4052  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101205-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2940

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 27°13'57" E	8.36'
L2	N 57°35'19" W	111.79'
L3	N 30°38'51" E	45.02'
L4	S 27°13'57" W	24.26'

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	8°39'50"	2531.00'	382.72'	N 66°25'58" W	382.35'

**LEGEND**

- 1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
- "BCG" 1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" FOUND
- △ CALCULATED POINT
- 1/2" IRON ROD FOUND (OR AS NOTED)
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS



*Daniel Wayne Cogburn*

2/28/2025

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Phone: (512) 327-1180  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2940

## LIEN HOLDER CONSENT

**Date:** \_\_\_\_\_, 2025

**Lien Holder:** Crossfirst Bank, a Kansas state-chartered bank

**Lien Holder Notice Address:** 2021 McKinney Avenue, Suite 800  
Dallas, Dallas County, Texas 75201

**Liens:** Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 25, 2021, from Grantor to Debbie Robinowitz, Trustee, securing the payment of one promissory note of even date, payable to Lien Holder, of record in Document Number 2021190059, of the Official Public Records of Travis County, Texas, as affected by that Memorandum of Third Amendment to Loan Documents dated July 25, 2024, of record in Document No. 2024085440 and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 30, 2024, from Grantor to Debbie Robinowitz, Trustee, securing the payment of one promissory note of even date, payable to Lien Holder, of record in Document Number 2024046272, of the Official Public Records of Travis County, Texas, and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:** The document to which this Lien Holder Consent is attached, consented, and subordinated to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City

provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**CROSSFIRST BANK,**  
A KANSAS STATE-CHARTERED BANK

By: \_\_\_\_\_  
Name: Brian Moe  
Title: Director, Commercial Real Estate Banking

**STATE OF TEXAS**           §  
  §  
**COUNTY OF** \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared Brian Moe, Director, Commercial Real Estate Banking of Crossfirst Bank, a Kansas state-chartered bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2025.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas



Accepted by \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

All Easements sent to Eric Sermeno office #3114.

*Mailing address of: City of Austin-PDC,, Eric Sermeno, Office # 3114,  
P.O. Box 1088, Austin TX 78767*

*Office address: City of Austin-PDC., Eric Sermeno, Office # 3114,  
6310 Wilhelmina Delco Dr., Austin TX 78752*

**PROJECT INFORMATION:**

Project Name:

Project Case Manager:

Site Plan No.:

**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

## **WASTEWATER LINES EASEMENT**

**Date:** \_\_\_\_\_, 2025

**Grantor:** DG Manor Downs Property Owner, L.P., a Delaware limited partnership

**Grantor's Address:** 17304 Preston Road, Suite 550  
Dallas, Dallas County, Texas 75252

**City:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**City's Address:** P.O. Box 1088  
Austin, Travis County, Texas 78767-1088

**Easement Tract:** All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

**Easement Duration:** Perpetual

**Easement Purpose:** To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

**Facilities:** Wastewater lines with all associated appurtenances

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract unless specifically authorized by a development permit approved and issued by Travis County TNR and in coordination with the City of Austin

**Repairable Improvements:** Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

The transfer, assignment, or sale of any portion of the Easement Tract to another governmental entity shall not affect this Easement, which shall remain in place with no additional compensation requested from Grantee.

\_\_\_\_\_  
City Reviewer Initials

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

**DG Manor Downs Property Owner, L.P.,**  
a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,  
a Delaware limited liability company,  
General Partner

By: \_\_\_\_\_  
Name: Joseph Walker  
Title: Authorized Signatory

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

Before me, the undersigned notary, on this day personally appeared Joseph Walker, Authorized Signatory of DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, General Partner of DG Manor Downs Property Owner, L.P., a Delaware limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2025.  
[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
City Reviewer Initials

**APPROVED AS TO FORM:**

CITY OF AUSTIN, TEXAS  
LAW DEPARTMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Attorney

**REVIEWED:**

CITY OF AUSTIN, TEXAS  
AUSTIN WATER UTILITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

**LEGAL DESCRIPTION**

**DESCRIPTION OF A 2.103 ACRE (91,623 SQ. FT.) TRACT OF LAND BEING OUT OF THE ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, THE JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, THE ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, THE JOSIAH WILBARGER SURVEY NO. 42, ABSTRACT NO. 794, ALL IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE CALLED 146.9437 ACRE TRACT OF LAND CONVEYED TO DG MANOR DOWNS PROPERTY OWNER, LP, IN DOCUMENT NO. 2021159617 AND IN DOCUMENT NO. 2021159618 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 2.103 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2-inch iron rod with plastic cap stamped "BCG" found for an interior corner of said 146.9437 acre tract, same being the northeasterly corner of Tract 1, a 0.560 acre tract of land conveyed to Manor Downs East, LLC, in Document No. 2024046271, O.P.R.T.C.T.,  
**THENCE S 27° 13' 57" W**, with the common line of said 146.9437 acre tract and said Tract 1, a distance of 1060.94 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for the **POINT OF BEGINNING** and the southeasterly corner of the easement described herein;

**THENCE S 27°13'57" W**, continuing with the common line of said called 146.9437 acre tract and said Tract 1, a distance of **8.36 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said Tract 1, being in the existing northerly right-of-way line of Hill Lane (variable width right-of-way) for the southwesterly corner of the easement described herein;

**THENCE** with said existing northerly right-of-way line of Hill Lane and with the southwesterly boundary of said 146.9437 acre tract the following six (6) courses and distances:

1. **N 62° 46' 30" W**, a distance of **430.35 feet** to a 1/2-inch iron rod with plastic cap stamped "DIAMOND" found,
2. **N 62° 50' 57" W**, a distance of **1188.65 feet** to a nail found,
3. **N 61° 39' 58" W**, a distance of **883.06 feet** to a 1/2-inch iron rod found,
4. **N 69° 53' 38" W**, passing at a distance of 140.88 feet a 1/2-inch iron rod with plastic cap stamped "BCG" found, in all, a distance of **446.29 feet** to a 1/2-inch iron rod found,
5. **N 70° 03' 47" W**, passing at a distance of 469.31 feet a 1/2-inch iron rod with plastic cap stamped "DIAMOND" found, in all, a total distance of **673.73 feet** to a 1/2-inch iron rod with orange plastic cap found,
6. **N 71° 34' 46" W**, a distance of **13.42 feet** to a calculated angle point, from which a 1/2-inch iron rod with orange plastic cap found bears, N 71° 34' 46" W, a distance of 210.34 feet,

**THENCE**, departing the common line of said 146.9437 acre tract and the northerly existing right-of-way of Hill Lane, over and across said 146.9437 acre tract the following four (4) courses and distances:

1. **N 57° 35' 19" W**, a distance of **123.89 feet** to a calculated point being the most northerly northwest corner of the easement described herein, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for reference bears, N 57° 35' 19" W, a distance of 16.23 feet,
2. **S 70° 45' 53" E**, a distance of **927.07 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for the beginning of a tangent curve to the right,

EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

3. with said tangent curve to the right an arc distance of **382.72 feet**, having a radius of **2531.00 feet**, a central angle of **08° 39' 50"**, and a chord which bears, **S 66° 25' 58" E**, a distance of **382.35 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for point of tangency,
4. **S 62° 06' 04" E**, a distance of **2450.20 feet** to the **POINT OF BEGINNING** and containing 2.103 acres of land, within these metes and bounds.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 28th day of February 2025 A.D.

I hereby declare that this survey was made on the ground, under my supervision, and that it substantially complies with the current Texas Society of Professional Surveyors standards.



---

Daniel Wayne Cogburn  
Registered Professional Land Surveyor 6894

Bowman Consulting  
807 Las Cimas Pkwy, Las Cimas II, #350

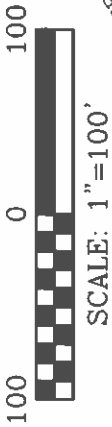
Austin, TX 78746

P: 512.327.1180  
TBPLS Firm No. 101206-00

TCAD: 0242500133, 0242500113, 0242500131, & 0242500112  
Austin Grid: S29

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.

**EXHIBIT A**



ROBERT G. SANDERS  
SURVEY NO. 51.1  
ABSTRACT NO. 732

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

15' RIGHT-OF-WAY EASEMENT  
MANVILLE WATER SUPPLY CORPORATION  
VOLUME 4823, PAGE 1881  
D.R.T.C.T.

15' RIGHT-OF-WAY EASEMENT  
MANVILLE WATER SUPPLY CORPORATION  
DOC. NO. 2023045175  
O.P.R.T.C.T.

9.84 ACRE DRAINAGE EASEMENT  
TO THE CITY OF AUSTIN  
DOC. NO. 2000100887  
O.P.R.T.C.T.

19.89 ACRE  
DRAINAGE EASEMENT  
TO THE CITY OF AUSTIN  
DOC. NO. 2004163233  
O.P.R.T.C.T.

**WASTEWATER LINES  
EASEMENT  
2.103 ACRES  
(91,623 SQ. FT.)**

YAJAT, L.L.C.  
CALLED (81.726 ACRES)  
DOC. NO. 2005143055  
O.P.R.T.C.T.

TRACT 2  
0.560 ACRE  
DG MANOR DOWNS  
PROPERTY OWNER, LP  
DOC. NO. 2024046270  
O.P.R.T.C.T.

TRACT 1  
0.560 ACRE  
MANOR DOWNS EAST, LLC  
DOC. NO. 2024046271  
O.P.R.T.C.T.

MANOR DOWNS EAST, LLC  
CALLED (25.080 ACRES)  
DOC. NO. 2021159620  
O.P.R.T.C.T.

SEE PAGE 8  
FOR LEGEND  
LINE AND CURVE TABLES

15' RIGHT-OF-WAY EASEMENT  
MANVILLE WATER SUPPLY CORPORATION  
DOC. NO. 2023045175  
O.P.R.T.C.T.

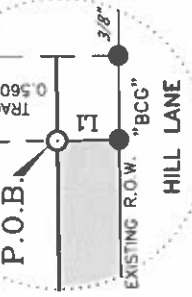
SEE  
DETAIL  
"A"

S 62°06'04" E 2450.20'  
N 62°50'57" W 1188.65'  
"DIAMOND" EXISTING RIGHT-OF-WAY  
APPROX. SURVEYLINE  
EXISTING RIGHT-OF-WAY  
HILL LANE (R.O.W. WIDTH VARIES)

MANOR DOWNS 13 MORE, LLC  
CALLED (13.107 ACRES)  
DOC. NO. 2022087625  
O.P.R.T.C.T.

BUTLER FAMILY PARTNERSHIP, LTD.  
CALLED 53.5596 ACRES  
DOC. NO. 2023106464  
O.P.R.T.C.T.

APPROX SURVEYLINE



DETAIL "A"  
(NOT TO SCALE)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 27°13'57" W	8.36'

- NOTES:**
- BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
  - DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, DIVIDE BY THE COMBINED SCALE FACTOR.
  - THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.00010.

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Phone: (512) 327-1180  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101205-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2942(R3)



ROBERT G. SANDERS  
SURVEY NO. 51  
ABSTRACT NO. 732

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

SEE PAGE 8  
FOR LEGEND  
LINE AND CURVE TABLES

30' ELECTRIC EASEMENT  
BLUEBONNET ELECTRIC COOPERATIVE  
VOLUME 11345, PAGE 87  
D.R.T.C.T.

WASTEWATER LINES  
EASEMENT  
2.103 ACRES  
(91,623 SQ. FT.)



PAGE 5 OF 8  
PAGE 4 OF 8  
PAGE 3 OF 8

S 62°06'04" E 2450.20'

N 62°50'57" W 1188.65'  
EXISTING RIGHT-OF-WAY  
APPROX SURVEY LINE

HILL LANE (R.O.W. WIDTH VARIES)

EXISTING RIGHT-OF-WAY

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

JAMES GILELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

MANOR DOWNS 13 MORE, LLC  
CALLED (13.107 ACRES)  
DOC. NO. 2022087625  
O.P.R.T.C.T.



Bowman Consulting Group, Ltd.  
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Phone: (512) 327-1180 Fax: (512) 327-4062  
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2842(R3)

20' PIPELINE EASEMENT  
TO LONE STAR GAS COMPANY  
VOLUME 3617, PAGE 1932  
DEED RECORDS OF  
TRAVIS COUNTY, TEXAS

APPROXIMATE LOCATION OF  
PIPELINE AND APPURTENANCES EASEMENT  
VOLUME 2932, PAGE 593 &  
VOLUME 3627, PAGE 953  
D.R.T.C.T.

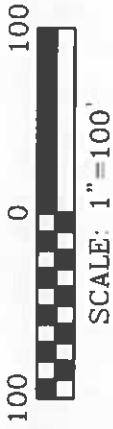
APPROXIMATE LOCATION OF  
PIPELINE AND APPURTENANCES EASEMENT  
VOLUME 3617, PAGE 1903  
D.R.T.C.T.

ROBERT G. SANDERS  
SURVEY NO. 51  
ABSTRACT NO. 732

SEE PAGE 8  
FOR LEGEND  
LINE AND CURVE TABLES

WASTEWATER LINES  
EASEMENT  
2.103 ACRES  
(91,623 SQ. FT.)

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.



PAGE 5 OF 8  
PAGE 4 OF 8

S 62°06'04" E 2450.20'

EXISTING RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

HILL LANE (R.O.W. WIDTH VARIES)

N 61°39'58" W 883.06' APPROX. SURVEY LINE

MAIL

N 69°53'38" W  
448.28'

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

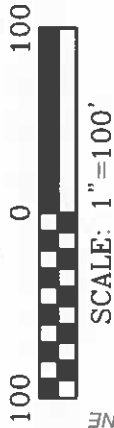
JAMES GILRELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Lee Cintas Pkwy, Las Cruces II, #350, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2942(R3)

DG MANOR DOWNS PROPERTY OWNER, L.P.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.



PAGE 7 OF 8  
PAGE 6 OF 8

SEE PAGE 8  
FOR LEGEND  
LINE AND CURVE TABLES

ROBERT G. SANDERS  
SURVEY NO. 51  
ABSTRACT NO. 732

WASTEWATER LINES  
EASEMENT  
2.103 ACRES  
(91,623 SQ. FT.)

APPROX. SURVEY LINE

ELIZABETH STANDFORD  
SURVEY NO. 43  
ABSTRACT NO. 696

APPROX. SURVEY LINE

S 70°45'53" E 927.07'

469.31'

HILL LANE (R.O.W. WIDTH VARIES)

N 70°08'47" W 673.73'

15' RIGHT-OF-WAY EASEMENT  
TO MANVILLE WATER SUPPLY CORPORATION  
VOLUME 4823, PAGE 1881  
D.R.T.C.T.

EXISTING R.O.W.

446.20'

140.88'

C1

"DIAMOND"

JOSIAH WIEBARGER  
SURVEY NO. 42  
ABSTRACT NO. 794

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

JAMES GILELAND  
SURVEY NO. 41  
ABSTRACT NO. 305

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Lee Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-0862  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2842(R3)

EXHIBIT A



SCALE: 1"=100'

SARVI, L.L.C.  
CALLED (13.918 ACRES)  
DOC. NO. 2004197709  
O.P.R.T.C.T.

120' WIDE  
ELECTRIC EASEMENT  
TO LCRA  
DOC. NO. 2010174015  
O.P.R.T.C.T.

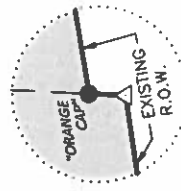
ELIZABETH STANDIFORD  
SURVEY NO. 43  
ABSTRACT NO. 696

DG MANOR DOWNS  
PROPERTY OWNER, LP.  
CALLED (146.9437 ACRES)  
DOCUMENT NO. 2021159617  
DOCUMENT NO. 2021159618  
O.P.R.T.C.T.

30' INGRESS AND EGRESS EASEMENT  
TO CARR-MANOR DOWNS, LTD.  
VOLUME 11586, PAGE 852  
R.P.R.T.C.T.

GREGG MANOR OWNER, LLC  
CALLED (125.80 ACRES)  
DOC. NO. 2021258342  
O.P.R.T.C.T.

S.H.130  
(R.O.W. WIDTH VARIES)



DETAIL "B"  
(NOT TO SCALE)

TRAVIS COUNTY  
CALLED (4.794 ACRES)  
DOC. NO. 2015064442  
O.P.R.T.C.T.

TRAVIS COUNTY  
CALLED (23.986 ACRES)  
DOC. NO. 2018017474  
O.P.R.T.C.T.

0.009 ACRE  
WATER EASEMENT  
WATER SUPPLY  
CORPORATION  
DOC. NO. 2023045175  
O.P.R.T.C.T.

SEE  
DETAIL  
"B"

SEE PAGE 8  
FOR LEGEND  
LINE AND CURVE TABLES

MANOR DOWNS SOUTH, LLC  
DOCUMENT NO. 2021159619  
O.P.R.T.C.T.

WASTEWATER LINES  
EASEMENT  
2.103 ACRES  
(91,623 SQ. FT.)

APPROX. SURVEY LINE

S 70°45'53" E 927.07'  
"DIAMOND"  
N 70°03'47" W 673.73'  
HILL LANE (R.O.W. WIDTH VARIES)

EXISTING RIGHT-OF-WAY

JOSIAH WILBERGER  
SURVEY NO. 42  
ABSTRACT NO. 794



Bowman Consulting Group, Ltd.  
807 Lee Cimas Pkwy, Las Cruces II, #350, Austin, Texas 78746  
Phone: (512) 327-1180  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2942(R3)

LINE TABLE	
LINE #	BEARING DISTANCE
L1	S 27°13'57" W 8.36'
L2	N 71°34'46" W 13.42'
L3	N 57°35'19" W 123.89'

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	8°39'50"	2531.00'	382.72'	S 66°25'58" E	382.35'

**LEGEND**

- 1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
- "BCG"
- "DIAMOND"
- △ CALCULATED POINT
- ▲ NAIL FOUND
- 1/2" IRON ROD FOUND (OR AS NOTED)
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS



*Daniel Coggburn*  
2/28/2025

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
807 Lee Cimas Pkwy, Las Cruces, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE 2942(R3)

## LIEN HOLDER CONSENT

**Date:** \_\_\_\_\_, 2025

**Lien Holder:** Crossfirst Bank, a Kansas state-chartered bank

**Lien Holder Notice Address:** 2021 McKinney Avenue, Suite 800  
Dallas, Dallas County, Texas 75201

**Liens:** Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 25, 2021, from Grantor to Debbie Robinowitz, Trustee, securing the payment of one promissory note of even date, payable to Lien Holder, of record in Document Number 2021190059, of the Official Public Records of Travis County, Texas, as affected by that Memorandum of Third Amendment to Loan Documents dated July 25, 2024, of record in Document No. 2024085440 and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 30, 2024, from Grantor to Debbie Robinowitz, Trustee, securing the payment of one promissory note of even date, payable to Lien Holder, of record in Document Number 2024046272, of the Official Public Records of Travis County, Texas, and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:** The document to which this Lien Holder Consent is attached, consented, and subordinated to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City

provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**CROSSFIRST BANK,**  
A KANSAS STATE-CHARTERED BANK

By: \_\_\_\_\_  
Name: Brian Moe  
Title: Director, Commercial Real Estate Banking

**STATE OF TEXAS**           §  
  §  
**COUNTY OF** \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared Brian Moe, Director, Commercial Real Estate Banking of Crossfirst Bank, a Kansas state-chartered bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2025.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

Accepted by \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

All Easements sent to Eric Sermeno office #3114.

*Mailing address of:* **City of Austin-PDC.**, Eric Sermeno, Office # 3114,  
P.O. Box 1088, Austin TX 78767

*Office address:* **City of Austin-PDC.**, Eric Sermeno, Office # 3114,  
6310 Wilhelmina Delco Dr., Austin TX 78752

**PROJECT INFORMATION:**

Project Name:

Project Case Manager:

Site Plan No.:



**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

**WASTEWATER LINES EASEMENT**

**Date:** \_\_\_\_\_, 2025

**Grantor:** DG Manor Downs Property Owner, L.P., a Delaware limited partnership

**Grantor's Address:** 17304 Preston Road, Suite 550  
Dallas, Dallas County, Texas 75252

**City:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**City's Address:** P.O. Box 1088  
Austin, Travis County, Texas 78767-1088

**Easement Tract:** All that parcel of land situated in Travis County, Texas, described in the attached Exhibit A

**Easement Duration:** Perpetual

**Easement Purpose:** To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

**Facilities:** Wastewater lines with all associated appurtenances

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract unless specifically authorized by a development permit approved and issued by Travis County TNR and in coordination with the City of Austin

**Repairable Improvements:** Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

The transfer, assignment, or sale of any portion of the Easement Tract to another governmental entity shall not affect this Easement, which shall remain in place with no additional compensation requested from Grantee.

\_\_\_\_\_  
City Reviewer Initials

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

**DG Manor Downs Property Owner, L.P.,**  
a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,  
a Delaware limited liability company,  
General Partner

By: \_\_\_\_\_  
Name: Joseph Walker  
Title: Authorized Signatory

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

Before me, the undersigned notary, on this day personally appeared Joseph Walker, Authorized Signatory of DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, General Partner of DG Manor Downs Property Owner, L.P., a Delaware limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2025.  
[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
City Reviewer Initials

**APPROVED AS TO FORM:**

CITY OF AUSTIN, TEXAS  
LAW DEPARTMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Attorney

**REVIEWED:**

CITY OF AUSTIN, TEXAS  
AUSTIN WATER UTILITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

**LEGAL DESCRIPTION**

**DESCRIPTION OF 0.048 ACRE (2,076 SQ. FT.) TRACT OF LAND OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF TRACT 2, A 0.560 ACRE TRACT OF LAND CONVEYED TO DG MANOR DOWNS PROPERTY OWNER, L.P., RECORDED IN DOCUMENT NO. 2024046270 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 0.048 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**BEGINNING** at a 1/2-inch iron rod found in a southeasterly line of a remainder of a called 146.9437 acre tract of land conveyed to DG Manor Downs Property Owner, LP, recorded in Document No. 2021159617 and 2021159618, O.P.R.T.C.T., for the southwesterly corner of a called 81.726 acre tract of land conveyed to Yajat, LLC, recorded in Document No. 2005143055, O.P.R.T.C.T., same being the northwesterly corner of said Tract 2 and the easement described herein;

**THENCE, S 72° 08' 25" E**, with the common line of said Tract 2, 0.560 acre DG Manor Downs Property Owner, LP tract and said 81.726 acre tract of land, **a distance of 80.00 feet** to a calculated point, for the northeasterly corner of the easement described herein;

**THENCE S 27° 50' 49" W**, over and across said Tract 2, 0.560 acre DG Manor Downs Property Owner, LP tract, **a distance of 26.40 feet** to a calculated point on the common line of said Tract 2, 0.560 acre DG Manor Downs Property Owner, LP tract and the remainder of a called 25.08 acre tract of land conveyed as Tract 1 to Manor Downs East, LLC, recorded in Document No. 2021159620, O.P.R.T.C.T., for the southeasterly corner of the easement described herein;

**THENCE N 72° 08' 25" W**, with the common line of said Tract 2, 0.560 acre DG Manor Downs Property Owner, LP tract and the remainder of said called 25.08 acre tract, **a distance of 79.71 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set, for the northwesterly corner of the remainder of said called 25.08 acre tract, same being the northeasterly corner of Tract 1, a called 0.560 acre tract of land conveyed to Manor Downs East, LLC, recorded in Document No. 2024046271, O.P.R.T.C.T., also being the southwesterly corner of said Tract 2, 0.560 acre DG Manor Downs Property Owner, LP tract and the southwesterly corner of the easement described herein, from which a 1/2-inch iron rod with plastic cap stamped "BCG" previously set, for the northwesterly corner of said Tract 1, 0.560 acre to Manor Downs East, LLC tract bears, N 72° 08' 25" W, a distance of 23.08 feet;

**THENCE N 27° 13' 57" E**, with the common line of said Tract 2, 0.560 acre DG Manor Downs Property Owner, LP tract and the remainder of said called 146.9437 acre tract of land, **a distance of 26.35 feet** to the **POINT OF BEGINNING**, and containing 0.048 acre (2,076 square feet) of land.

EXHIBIT A

DG Manor Downs Property Owner, L.P.  
To  
The City of Austin  
(Wastewater Lines Easement)

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 13th day of February 2025 A.D.

I hereby declare that this survey was made on the ground, under my supervision, and that it substantially complies with the current Texas Society of Professional Surveyors standards.



\_\_\_\_\_  
Daniel Wayne Cogburn  
Registered Professional Land Surveyor 6894



Bowman Consulting  
807 Las Cimas Pkwy, Las Cimas II, #350, Austin, Texas 78746  
Austin, TX 78746  
P: 512.327.1180  
TBPLS Firm No. 101206-00

TCAD: 0234500201  
Austin Grid: S29

NOTE: INITIAL BOUNDARY SURVEY SIGNED AND REVIEWED BY CURTIS WATTS, REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR NO. 6614. CERTIFICATIONS WERE UPDATED AND SIGNED BY DANIEL WAYNE COGBURN.

**LEGEND**

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP
- ▲ STAMPED "BCG" FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

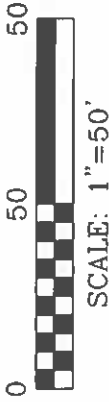


2/13/2025

**BEARING BASIS:**

BEARING BASIS IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83, CORS2011.

1. DISTANCES SHOWN HEREON ARE BASE ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, DIVIDE BY THE COMBINED SCALE FACTOR.
2. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.00010.



*David Cooper*

ROBERT G. SANDERS  
SURVEY NO. 51,  
ABSTRACT NO. 732

SUMNER BACON  
SURVEY NO. 62,  
ABSTRACT NO. 63

YAJAT, L.L.C.  
CALLED (81.726 ACRES)  
DOC. NO. 2005143055  
O.P.R.T.C.T.

DG MANOR DOWNS PROPERTY OWNER, LP  
REMAINDER OF A CALLED 146.9437 ACRES  
DOC. NO. 2021159617 &  
DOC. NO. 2021159618  
O.P.R.T.C.T.

TRACT 1  
0.560 ACRE  
MANOR DOWNS EAST, LLC  
DOC. NO. 2024046271  
O.P.R.T.C.T.

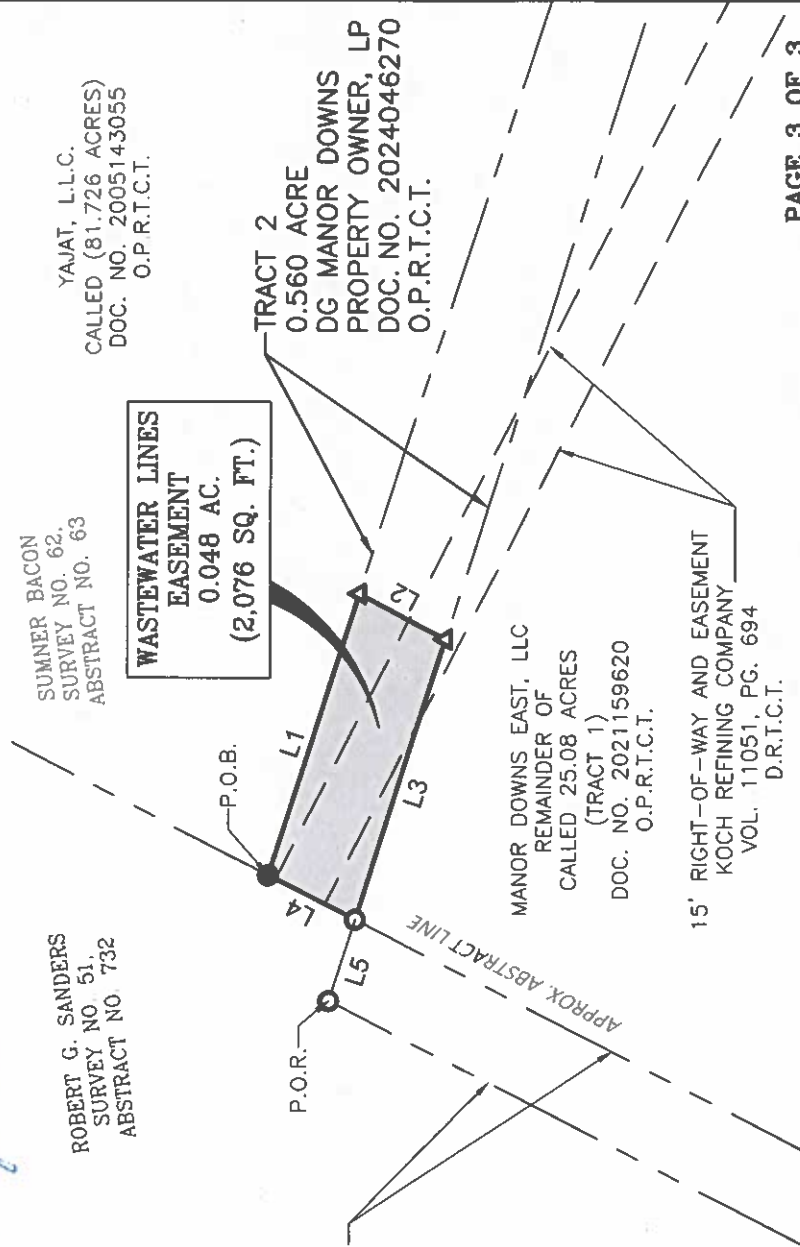
WASTEWATER LINES  
EASEMENT  
0.048 AC.  
(2,076 SQ. FT.)

TRACT 2  
0.560 ACRE  
DG MANOR DOWNS  
PROPERTY OWNER, LP  
DOC. NO. 2024046270  
O.P.R.T.C.T.

MANOR DOWNS EAST, LLC  
REMAINDER OF  
CALLED 25.08 ACRES  
(TRACT 1)  
DOC. NO. 2021159620  
O.P.R.T.C.T.

15' RIGHT-OF-WAY AND EASEMENT  
KOCH REFINING COMPANY  
VOL. 11051, PG. 694  
D.R.T.C.T.

LINE TABLE	
LINE #	BEARING DISTANCE
L1	.....80.00'..
L2	.....26.40'..
L3	.....79.71'..
L4	.....26.85'..
L5	.....23.08'..



Bowman Consulting Group, Ltd.  
807 Las Cimas Pkwy, Las Cima II, #650, Austin, Texas 78746  
Phone: (512) 327-1190 Fax: (512) 327-4062  
www.bowmanconsulting.com Bowman Consulting Group, Ltd  
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTE FN2014

Grid file name: P:\070422 - Darian Industrial\070422-01-001 (SUR) - Manor Downs\Survey\Working\Easement\070422-00 Easement.dwg

## LIEN HOLDER CONSENT

**Date:** \_\_\_\_\_, 2025

**Lien Holder:** Crossfirst Bank, a Kansas state-chartered bank

**Lien Holder Notice Address:** 2021 McKinney Avenue, Suite 800  
Dallas, Dallas County, Texas 75201

**Liens:** Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 25, 2021, from Grantor to Debbie Robinowitz, Trustee, securing the payment of one promissory note of even date, payable to Lien Holder, of record in Document Number 2021190059, of the Official Public Records of Travis County, Texas, as affected by that Memorandum of Third Amendment to Loan Documents dated July 25, 2024, of record in Document No. 2024085440 and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 30, 2024, from Grantor to Debbie Robinowitz, Trustee, securing the payment of one promissory note of even date, payable to Lien Holder, of record in Document Number 2024046272, of the Official Public Records of Travis County, Texas, and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:** The document to which this Lien Holder Consent is attached, consented, and subordinated to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City



provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;

3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**CROSSFIRST BANK,**  
A KANSAS STATE-CHARTERED BANK

By: \_\_\_\_\_  
Name: Brian Moe  
Title: Director, Commercial Real Estate Banking

**STATE OF TEXAS**            §  
   §  
**COUNTY OF** \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared Brian Moe, Director, Commercial Real Estate Banking of Crossfirst Bank, a Kansas state-chartered bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_, 2025.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

Accepted by \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

All Easements sent to Eric Sermeno office #3114.

*Mailing address of:* **City of Austin-PDC,, Eric Sermeno, Office # 3114,**  
P.O. Box 1088, Austin TX 78767

*Office address:* **City of Austin-PDC., Eric Sermeno, Office # 3114,**  
6310 Wilhelmina Delco Dr., Austin TX 78752

**PROJECT INFORMATION:**

Project Name:

Project Case Manager:

Site Plan No.:

**Exhibit G**

**Drainage Easement on Transfer Tract in this document**



11

DRAINAGE EASEMENT

STATE OF TEXAS

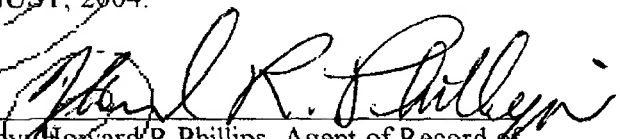
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That L. Howard R Phillips, being the Agent of Manor Downs Partners LP and Manor Downs, the owner of 19.89 acres of land in the Robert G Sanders Survey No. 51, and the Sumner Bacon Survey No. 62, Travis County, Texas; being part of the following tracts of land: A called 25.08 acre tract described in a deed to Manor Downs of Record in Volume 10884, Page 862, Real Property Records of Travis County, Texas (R.P.R.T.C.TX.); A called 44.952 acre tract described in a deed to Manor Downs Partnership, LP of Record in Document No. 1999098769, Official Public Records of Travis County, Texas (O.P.R.T.C.TX.); A called 10.656 acre tract described in a deed to Manor Downs of Record in Volume 10838, Page 844, (R.P.R.T.C.TX); and a called 70.40 acre tract described in a deed to Manor Downs Partners, LP of Record in Volume 11251, Page 1136, (R.P.R.T.C.TX.), do hereby grant and convey, to the public, the use of a portion of said land, out of the aforementioned tracts of land, for drainage easement purposes insofar as our interest appears herein.

Said portion of land being more particularly described in metes and bounds as shown on the attached "Field Notes for Drainage Easement"

EXECUTED THIS THE 24<sup>th</sup> DAY OF AUGUST, 2004.

  
by Howard R Phillips, Agent of Record of  
Manor Downs Partners, LP and  
Manor Downs

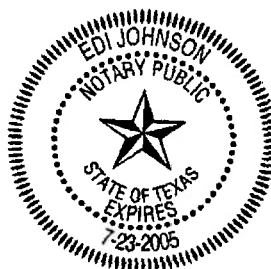
STATE OF TEXAS

COUNTY OF TRAVIS

Before me, a notary public in and for Travis County, Texas, on this date personally appeared Howard R Phillips and acknowledged to me that he executed this document for the purposes and considerations therein expressed.

Notary Public in and for the State of Texas





Sumner Bacon Survey No. 62

### FIELD NOTES DESCRIPTION

DESCRIPTION OF 19.89 ACRES OF LAND IN THE ROBERT G. SANDERS SURVEY NO. 51, AND THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS; BEING PART OF THE FOLLOWING TRACTS OF LAND: A CALLED 25.08 ACRE TRACT DESCRIBED IN A DEED TO MANOR DOWNS OF RECORD IN VOLUME 10884, PAGE 1862, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.TX.); A CALLED 44.952 ACRE TRACT DESCRIBED IN A DEED TO MANOR DOWNS PARTNERSHIP, L.P. OF RECORD IN DOCUMENT NUMBER 1999098769, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, (O.P.R.T.C.TX.); A CALLED 10.656 ACRE TRACT DESCRIBED IN A DEED TO MANOR DOWNS OF RECORD IN VOLUME 10838, PAGE 844, (R.P.R.T.C.TX.); AND A CALLED 70.40 ACRE TRACT DESCRIBED IN A DEED TO MANOR DOWNS PARTNERS, L.P. OF RECORD IN VOLUME 11251, PAGE 1136 (R.P.R.T.C.TX.); SAID 19.89 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH (PAGES 4 & 5 OF 5), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point in the north right-of-way line of Hill Lane, being the south line of said 10.656 acre tract and said 70.40 acre tract, and being the most southern southwest corner and **POINT OF BEGINNING** of the tract described herein, from which the calculated position of the southwest corner of said 10.656 acre tract bears N 62° 27' 50" W, a distance of 24.64 feet;

**THENCE** crossing said 10.656 acre tract, said 70.40 acre tract and said 44.952 acre tract, the following sixteen (16) courses and distances;

1. N 67° 18' 29" E, a distance of 337.65 feet to a calculated angle point,
2. N 21° 53' 41" E, a distance of 120.58 feet to a calculated angle point,
3. N 37° 06' 56" E, a distance of 132.55 feet to a calculated angle point,
4. N 14° 15' 25" E, a distance of 183.36 feet to a calculated angle point,
5. N 48° 35' 16" E, a distance of 196.67 feet to a calculated angle point,
6. N 08° 43' 30" E, a distance of 68.67 feet to a calculated angle point,
7. N 41° 33' 50" W, a distance of 72.61 feet to a calculated angle point,
8. N 02° 29' 33" E, a distance of 159.90 feet to a calculated angle point,
9. N 66° 58' 40" E, a distance of 56.21 feet to a calculated angle point,
10. S 68° 31' 34" E, a distance of 120.18 feet to a calculated angle point,
11. S 13° 48' 56" E, a distance of 26.63 feet to a calculated angle point,
12. N 88° 20' 03" E, a distance of 112.22 feet to a calculated angle point,

13. N 60° 42' 37" E, a distance of 30.41 feet to a calculated angle point,
14. N 28° 14' 05" E, a distance of 112.95 feet to a calculated angle point,
15. N 06° 07' 05" E, a distance of 42.63 feet to a calculated angle point, and
16. N 60° 23' 45" W, a distance of 2,793.57 feet to a calculated point in the west line of said 44.952 acre tract, same being the east line of a called 13.79 acre tract described in a deed to F. William Carr, Jr. Estates of record in Document No. 2002006952, (O.P.R.T.C.TX.), for the most northern southwest corner of the tract described herein;

**THENCE** N 32° 08' 54" E, with the west line of said 44.952 acre tract, same being the east line of said 13.79 acre tract, a distance of 242.55 feet to ½-inch iron rod found for the northwest corner of said 44.952 acre tract, same being the northeast corner of said 13.79 acre tract, the southwest corner of the remainder of a 306.304 acre tract described in a deed to Wayne J. Sanders et. al. of record in Volume 12329, Page 1816, R.P.R.T.C.TX., the southeast corner of a called 13.92 acre tract described in a deed to said Wayne J. Sanders et. al. of record in Volume 12329, Page 1816, R.P.R.T.C.TX., and the most northern northwest corner of the tract described herein;

**THENCE** S 60° 23' 45" E, with the north line of said 44.952 acre tract, same being the south line of said Sanders remainder tract, a distance of 2,709.55 feet to a calculated point for the northeast corner of the tract described herein, from which and ½-inch iron rod found for the northeast corner of said 44.952 acre tract bears N 60° 23' 45" E a distance of 154.13 feet;

**THENCE** crossing said 44.952 acre tract, said 16.636 acre tract, said 70.40 acre tract and said 25.08 acre tract, the following eleven (11) courses and distances;

1. S 06° 07' 05" W, a distance of 272.24 feet to a calculated angle point,
2. S 28° 14' 05" W, a distance of 155.36 feet to a calculated angle point,
3. S 60° 42' 37" W, a distance of 30.16 feet to a calculated angle point,
4. S 88° 20' 03" W, a distance of 102.79 feet to a calculated angle point,
5. S 08° 43' 30" W, a distance of 258.53 feet to a calculated angle point,
6. S 48° 35' 16" W, a distance of 241.21 feet to a calculated angle point,
7. S 14° 15' 25" W a distance of 124.39 feet to a calculated angle point,
8. S 37° 06' 56" W a distance of 132.55 feet to a calculated angle point,
9. S 21° 53' 41" W a distance of 236.21 feet to a calculated angle point,
10. S 26° 59' 49" E, a distance of 168.80 feet to a calculated angle point, and

11 S 06° 48' 05" W, a distance of 91.54 feet to a calculated point in the north right-of-way line of Hill Lane, same being the south line of the said 25.08 acre tract of land, for the most southeast corner of the tract described herein;

**THENCE** N 60° 06' 50" W, with the south line of said 25.08 acre, being the north line of said Hill Lane, a distance of 64.96 feet to a one-inch steel axle found for the southwest corner of said 25.08 acre tract, same being the southeast corner of said 10.656 acre tract and said 70.40 acre tract for an angle point of the tract described herein;

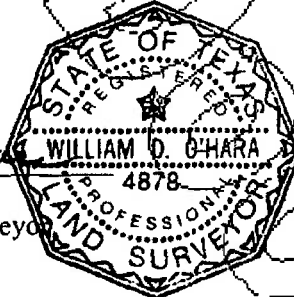
**THENCE** N 62° 27' 50" W, with the south line of said 10.656 acre tract and 70.40 acre tract, and with the north line of said Hill Lane, a distance of 428.54 feet to the **POINT OF BEGINNING** and containing 19.89 acres of land, more or less.

**Bearing Basis:** Bearings herein are oriented to the south line of the called 70.40 acre tract described by metes and bounds in the deed to Manor Downs Partners, L.P. of record in Volume 11251, Page 1136, Real Property Records of Travis County, Texas. The south line of said 70.40 acre tract is along the north line of Hill Lane. A steel axel was found for the southeast corner of said 70.40 acre tract and a 3/8-inch iron rod was found for angle point in the south line of said 70.40 acre tract. The record inverse between these two found monuments, using the calls in said Volume 11251, Page 1136, is S 60° 54' 55" E a distance of 2,525.07 feet. We measured a distance of 2,524.82 feet between these two found monuments and held the record bearing.

I, William D. O'Hara, a Registered Professional Land Surveyor, do hereby certify that this description was prepared from a survey made upon the ground during the months of September and December 2000, and October 2002, and is true and correct to the best of my knowledge.

*William D. O'Hara*  
William D. O'Hara  
Registered Professional Land Surveyor  
No. 4878 - State of Texas  
Loomis-Austin, Inc.  
3103 Bee Caves Rd., Suite 225  
Austin, TX 78746

*Aug. 8, 2003*  
Date



200 0 200

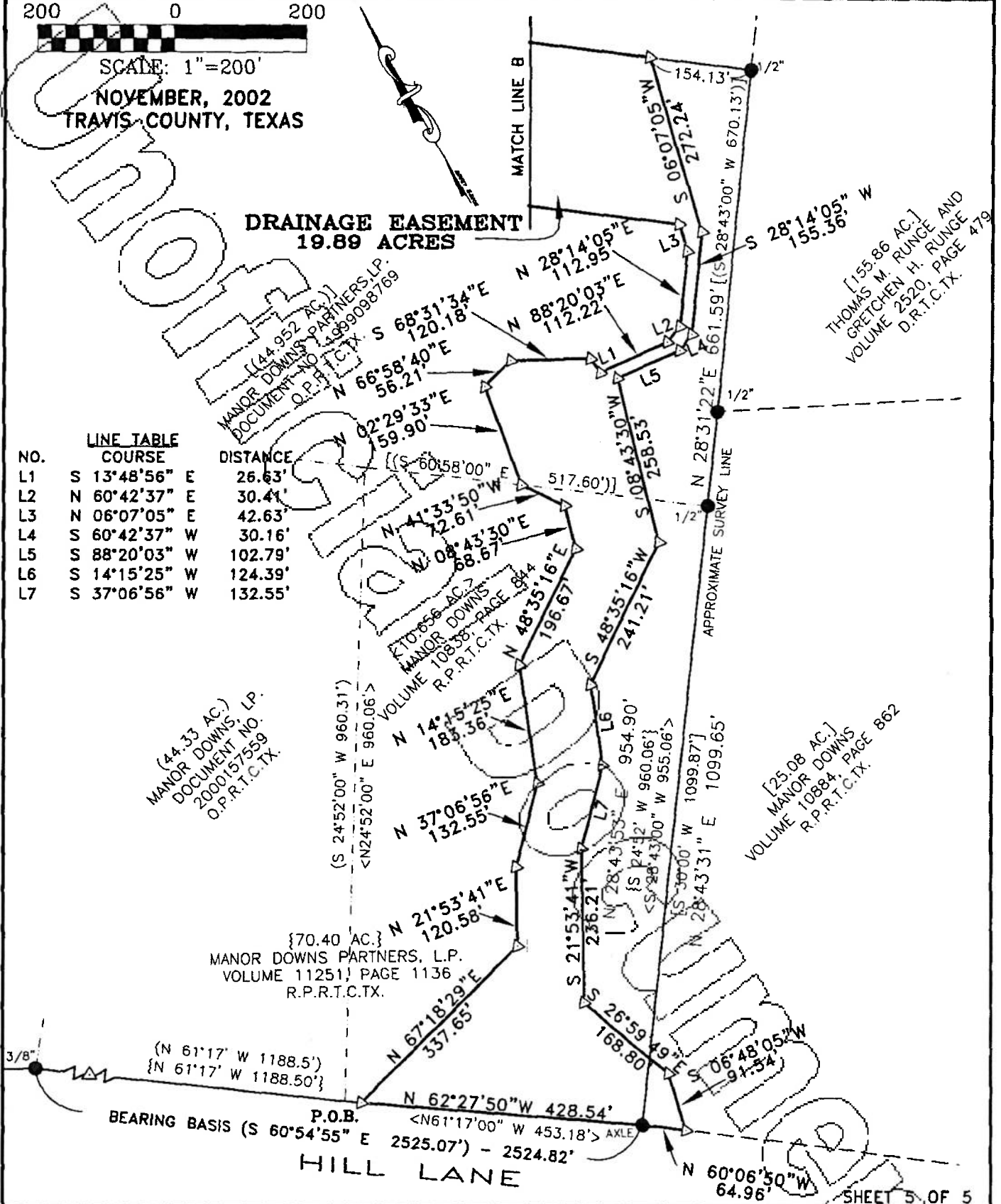


SCALE: 1"=200'

NOVEMBER, 2002  
TRAVIS COUNTY, TEXAS

**DRAINAGE EASEMENT**  
**19.89 ACRES**

LINE TABLE		
NO.	COURSE	DISTANCE
L1	S 13°48'56" E	26.63'
L2	N 60°42'37" E	30.41'
L3	N 06°07'05" E	42.63'
L4	S 60°42'37" W	30.16'
L5	S 88°20'03" W	102.79'
L6	S 14°15'25" W	124.39'
L7	S 37°06'56" W	132.55'



{44.33 AC.}  
MANOR DOWNS, LP.  
DOCUMENT NO. 2000157559  
O.P.R.T.C.TX.

{70.40 AC.}  
MANOR DOWNS PARTNERS, L.P.  
VOLUME 11251, PAGE 1136  
R.P.R.T.C.TX.

{106.56 AC.}  
MANOR DOWNS  
VOLUME 10838, PAGE 844  
R.P.R.T.C.TX.

{25.08 AC.}  
MANOR DOWNS  
VOLUME 10884, PAGE 862  
R.P.R.T.C.TX.

{155.86 AC.}  
THOMAS M. RUNGE AND  
GRETCHEN H. RUNGE  
VOLUME 2520, PAGE 479  
D.R.T.C.TX.

P.O.B. BEARING BASIS (S 60°54'55" E 2525.07') - 2524.82'  
HILL LANE

**LOOMIS**  
**AUSTIN**

**LAND • WATER • PROPERTY**

3103 Bee Caves Road, Suite 225; Austin Texas 78746  
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomiaustin.com

SKETCH TO ACCOMPANY  
FNO110(wde)R2



200 0 200

SCALE: 1"=200'

NOVEMBER, 2002  
TRAVIS COUNTY, TEXAS

WAYNE J. SANDERS ET AL  
[306.304 AC.]  
VOLUME 12329, PAGE 1816  
R.P.R.T.C.TX.

F. WILLIAM CARR, JR. ESTATES  
[13.79 AC.]  
DOCUMENT NO. 2002006952  
O.P.R.T.C.TX.

[S 33°21'51" W 659.57']  
[(N 32°11'00" E 661.08'  
N 32°08'54" E 659.55']

MANOR DOWNS PARTNERS, L.P.  
[44.952 AC.]  
DOCUMENT NO. 1999098769  
O.P.R.T.C.TX.

MANOR DOWNS PARTNERS, L.P.  
[44.952 AC.]  
DOCUMENT NO. 1999098769  
O.P.R.T.C.TX.

**LEGEND**

- IRON ROD FOUND AS NOTED
- △ CALCULATED POINT
- { } RECORD INFORMATION (PER VOL.11251, PG.1136, R.P.R.T.C.TX.)
- < > RECORD INFORMATION (PER VOL.10884, PG.844, R.P.R.T.C.TX.)
- ( ) RECORD INFORMATION (PER DOC.# 2000157559 O.P.R.T.C.TX.)
- [ ( ) ] RECORD INFORMATION (PER DOC.# 1999098769 O.P.R.T.C.TX.)
- [ ] ADJOINER INFORMATION
- P.O.B. POINT OF BEGINNING
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

**DRAINAGE EASEMENT  
19.89 ACRES**

[306.304 AC.]  
WAYNE J. SANDERS ET AL  
VOLUME 12329, PAGE 1816  
R.P.R.T.C.TX.

S 60°23'45" E 2709.55'

N 60°23'45" W 2793.57'

S 60°23'45" E 2863.68'  
[(S 60°34'13" E 2066.12')]

N 60°23'45" E 2709.55'

N 60°23'45" W 2793.57'

**DRAINAGE EASEMENT  
19.89 ACRES**

SHEET 4 OF 5

**LOOMIS  
AUSTIN**

LAND • WATER • PROPERTY

3103 Bee Coves Road, Suite 225; Austin Texas 78746  
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisaustin.com

SKETCH TO ACCOMPANY  
FN0110(wdo)R2

Return:

HOWARD PHILLIPS

510 MANOR DOWNS

P.O. BOX 141309

AUSTIN, TX 78714

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2004 Aug 25 02:06 PM 2004163233

GONZALES \$26.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**Recorder's Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

DRAINAGE EASEMENT

THE STATE OF TEXAS ( )  
( ) KNOW ALL BY THESE PRESENTS,  
COUNTY OF TRAVIS ( )

That Manor Downs Partners, L.P., a limited partnership, acting herein by and through Mr Howard Phillips, of Travis County, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantors in hand paid by the City of Austin, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, except for those liens or encumbrances for which such lien holders have expressly joined in the granting of this easement have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY unto the City of Austin, a municipal corporation situated in Travis County, and whose address is P O Box 1088, Austin, Texas 78767-1088, an easement for the construction, operation, inspection, monitoring, maintenance, replacement, upgrade, repair and removal of drainage improvements and for any other facilities or purposes related to drainage, upon and across the following described land, to wit,

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in "DRAINAGE EASEMENT" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TO HAVE AND TO HOLD the same perpetually to the City of Austin, Texas and its successors and assigns, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, operation, inspection, monitoring, maintenance, replacement, upgrade, repair and removal of drainage improvements and for any other facilities or purposes related to drainage, within said easement. All subsequent property owners or lessees are bound by this instrument and any alteration must be approved by the City of Austin, Texas or its successors and assigns.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 28<sup>th</sup> day of June, 2000

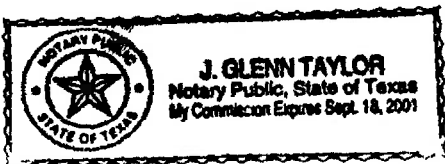
Manor Downs Partners, L.P

By Howard Phillips  
Howard Phillips  
Partner

The State of Texas ( )  
County of Travis ( )

BEFORE ME, the undersigned authority, on this day personally appeared Howard Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity stated

GIVEN UNDER MY HAND and seal of office this 28<sup>th</sup> day of June, 2000 A.D.



J. Glenn Taylor  
Notary Public Signature

*[Handwritten initials]*

**THE RIPPY SURVEYING COMPANY**

Clinton P. Rippy, R.P.L.S.  
(812) 898-9118 (FAX) 898-9117

Mailing Address:  
P.O. Box 18182  
Austin, Texas 78761

Office Address:  
8216 Georgian Drive  
Austin, Texas

June 21, 2000

**"Drainage Easement"**

FIELD NOTES describing 9.84 acres of land out of the Robert G. Sanders Survey No. 51, situated in Travis County, Texas and being out of and part of a 44.32 acre tract of land as recorded in Vol. 10838 page 840 and a 10.56 acre tract of land as recorded in Vol. 10838 page 859, both Real Property Records, Travis County, Texas, said 9.84 acre tract being more particularly described by metes and bounds as follows:

Beginning at an iron pin found in the north right-of-way line of "Hill Lane" at the southeast corner of the above referenced 10.656 acre tract for the southeast corner of the herein described tract.

Thence with the north right-of-way line of Hill Lane and with the south line of the herein described tract  $N61^{\circ}17'00''W$  379.77 feet to a calculated point in north right-of-way line of Hill Lane for the southeast corner of the herein described tract.

Thence crossing upon the above referenced 10.656 acre tract and the 44.32 acre tract of land the following (23) courses;

1.  $S89^{\circ}36'30''E$  78.85 feet to a point;
2.  $N31^{\circ}31'32''E$  159.83 feet to a point;
3.  $N32^{\circ}41'33''E$  125.26 feet to a point;
4.  $N51^{\circ}08'42''W$  85.60 feet to a point;
5.  $N28^{\circ}21'15''E$  238.89 feet to a point;
6.  $N15^{\circ}51'37''W$  171.69 feet to a point;
7.  $N24^{\circ}52'00''E$  48.31 feet to a point;
8.  $N25^{\circ}54'13''W$  249.00 feet to a point;
9.  $N60^{\circ}51'59''W$  975.44 feet to a point;
10.  $N26^{\circ}49'17''E$  207.27 feet to a point;
11.  $S61^{\circ}33'44''E$  730.91 feet to a point;
12.  $S50^{\circ}16'44''E$  92.25 feet to a point;
13.  $S39^{\circ}18'08''E$  84.82 feet to a point;
14.  $S25^{\circ}37'27''E$  171.85 feet to a point;
15.  $S60^{\circ}50'49''E$  131.32 feet to a point;
16.  $S60^{\circ}58'00''E$  166.16 feet to a point;
17.  $S12^{\circ}27'12''W$  178.79 feet to a point;
18.  $S01^{\circ}23'12''W$  123.35 feet to a point;
19.  $S12^{\circ}38'30''W$  318.40 feet to a point;
20.  $S20^{\circ}05'40''W$  141.90 feet to a point;
21.  $S03^{\circ}46'48''E$  105.64 feet to a point;
22.  $S43^{\circ}34'22''E$  82.45 feet to a point in the west line of manor downs tract being the most easterly corner of the herein described tract;
23.  $S28^{\circ}43'00''E$  115.36 to the place of beginning containin 9.84 acres of land (428,630.40 sq.ft.)

**THE RIPPY SURVEYING COMPANY**

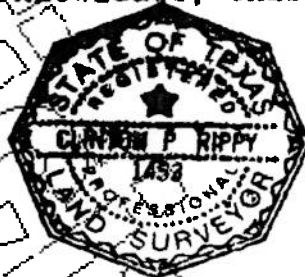
Clinton P. Rippy, R.P.L.S.  
(812) 856-9118 (FAX) 836-9117

**Mailing Address:**  
P.O. Box 18182  
Austin, Texas 78761

**Office Address:**  
8216 Georgian Drive  
Austin, Texas

June 21, 2000  
"Drainage Easement"

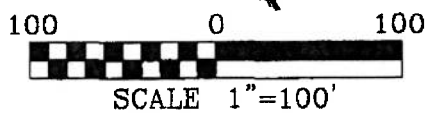
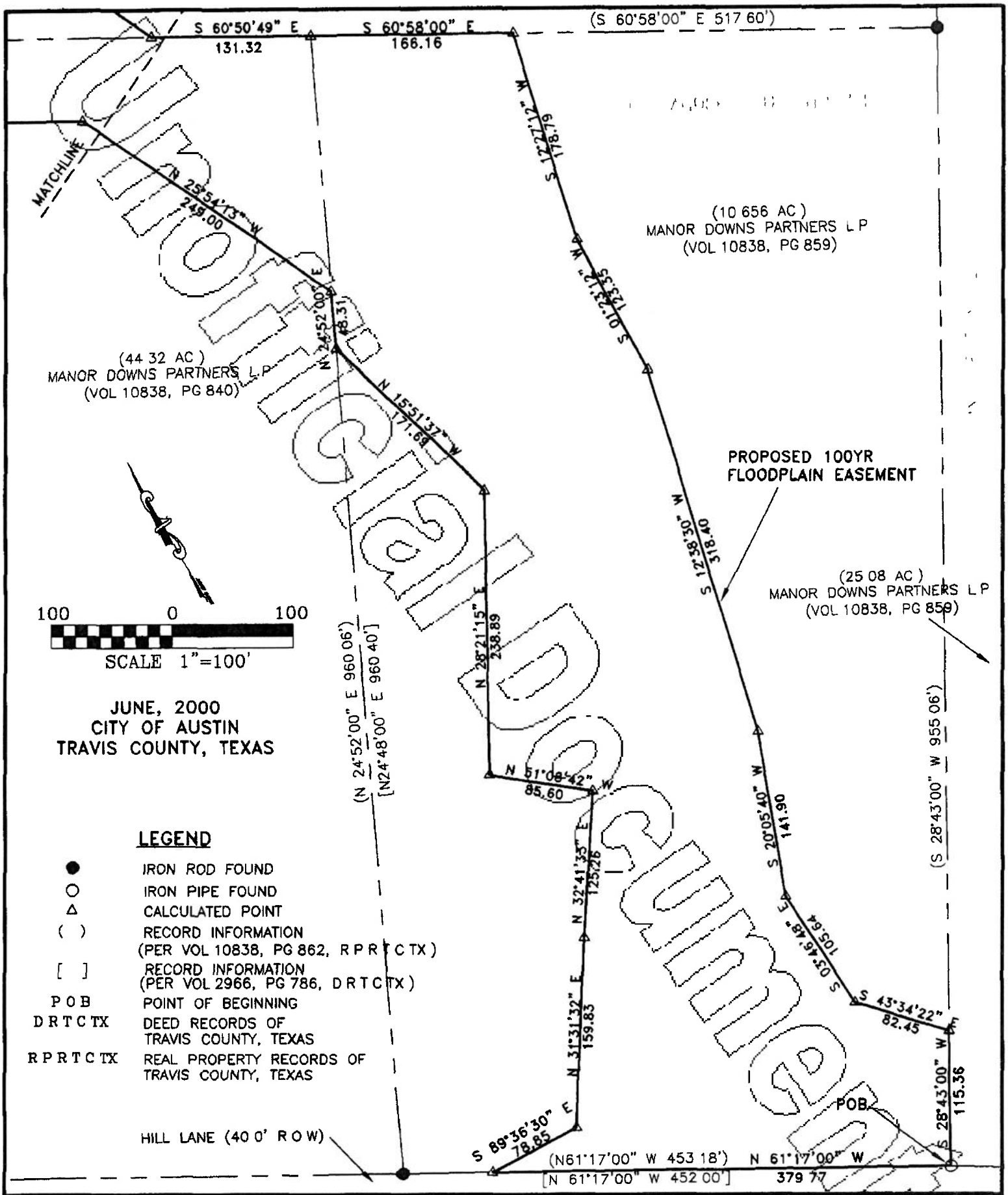
I hereby certify that the foregoing field notes were compiled from available records and does not represent the results of a survey made on the ground, they are true and correct to the best of my knowledge, this 21st day of June, 2000.



*Clinton P. Rippy*  
CLINTON P. RIPPY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 1453

JOB NO. 81043  
FILE: MANOR DOWNS 1999

Unrecorded Document



JUNE, 2000  
 CITY OF AUSTIN  
 TRAVIS COUNTY, TEXAS

**LEGEND**

- IRON ROD FOUND
- IRON PIPE FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION (PER VOL 10838, PG 862, R P R T C TX)
- [ ] RECORD INFORMATION (PER VOL 2966, PG 786, D R T C TX)
- POB POINT OF BEGINNING
- D R T C TX DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R P R T C TX REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

**LOOMIS**  
**AUSTIN**

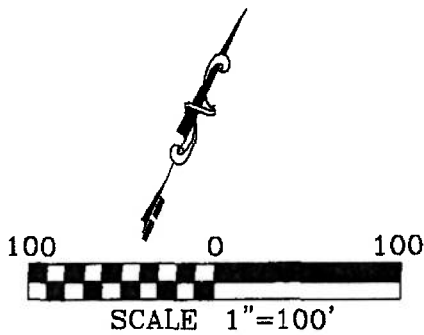
**LAND • WATER • PROPERTY**

3103 Bee Caves Road, Suite 225, Austin Texas 78746  
 Phone (512) 327-1180, Fax (512) 327-4062, www.loomisaustin.com

SKETCH #1 TO ACCOMPANY  
 FIELD NOTES NO. 81043  
 MANOR DOWNS  
 GRADING IMPROVEMENTS

(44 952 AC)  
 MANOR DOWNS PARTNERS LP  
 DOC#199098769  
 O P R T C T X

(44 32 AC)  
 MANOR DOWNS PARTNERS LP  
 (VOL 10836, PG 840)



JUNE, 2000  
 CITY OF AUSTIN  
 TRAVIS COUNTY, TEXAS

**LEGEND**

- IRON ROD FOUND
- IRON PIPE FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION  
(PER VOL 10838, PG 862, R P R T C T X)
- [ ] RECORD INFORMATION  
(PER VOL 2966, PG 786, D R T C T X)
- P O B POINT OF BEGINNING
- D R T C T X DEED RECORDS OF  
TRAVIS COUNTY, TEXAS
- R P R T C T X REAL PROPERTY RECORDS OF  
TRAVIS COUNTY, TEXAS

MATCHLINE

SKETCH #2 TO ACCOMPANY  
 FIELD NOTES NO. 81043  
 MANOR DOWNS  
 GRADING IMPROVEMENTS

**LOOMIS  
 AUSTIN**

**LAND • WATER • PROPERTY**

3103 Bee Caves Road, Suite 225, Austin Texas 78746  
 Phone (512) 327-1180, Fax (512) 327-4062, www.loomis-austin.com

Ret:

Loomis Austin  
3103 BEE CAVES RD.  
SUITE 225  
AUSTIN, TX 78746.

ATTN: ANDRES CARDENAS

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

06-29-2000 09 50 AM 2000100887  
BAZANJ \$19.00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Recorder's Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



**Exhibit H**

**Escrow Agreement (w/o Exhibits)**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("**Escrow Agreement**") made this \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**") by and among DG MANOR DOWNS PROPERTY OWNER, L.P., a Delaware limited partnership ("**Grantor**"), CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Bastrop, Hays, Travis, and Williamson ("**City**"), and HERITAGE TITLE COMPANY OF AUSTIN ("**Escrow Agent**").

### WITNESSETH:

WHEREAS, Grantor owns the approximately 146.920-acre property described in **Exhibit "A"** ("**Property**");

WHEREAS, Grantor has agreed to grant to the City three wastewater easements in the forms attached as **Exhibits "B-1, B-2, and B-3"** ("**Wastewater Easements**");

WHEREAS, the City of Manor and the City will enter into a Wastewater Service Area Transfer Agreement transferring the Property from the City service area to the City of Manor's service area ("**Wastewater Service Area Transfer Agreement**"); and

WHEREAS, the City has agreed to assign to the City of Manor two drainage easements recorded under Document Nos. 2004163233 and 2000100887 ("**Drainage Easements**") of the Official Public Records of Travis County, Texas in the forms collectively attached as **Exhibits "C-1 and C-2"** ("**Drainage Easement Assignments**")

WHEREAS, Grantor and the City desire for the Wastewater Easements and Drainage Easement Assignments to be held in escrow by Escrow Agent;

WHEREAS, the Wastewater Easements are to be immediately recorded upon the execution of the Wastewater Service Area Transfer Agreement by the City; and

WHEREAS, the Drainage Easement Assignments are to be recorded upon the Effective Date of the ordinance annexing the Property into the City of Manor's full-purpose jurisdiction, but not earlier than the Wastewater Easements being recorded;

NOW, THEREFORE, the parties agree as following:

1. Establishment of Escrow. Escrow Agent hereby acknowledges receipt of the executed and acknowledged Wastewater Easements and Drainage Easement Assignments from the City of Austin to be held in escrow until recorded as provided herein.

2. Recordation of Wastewater Easements. Within five days after final execution of the Wastewater Service Area Transfer Agreement and the delivery of the executed agreement to the City of Manor, the City shall provide Escrow Agent the duly executed Wastewater Service Area Transfer Agreement. The Wastewater Easements are to be recorded within two days of receipt of the Wastewater Service Area Transfer Agreement by Escrow Agent in the Official Public Records of Travis County, Texas. Escrow Agent shall provide Grantor and the City copies of the recorded Wastewater Easements.
3. Recordation of Drainage Easement Assignments. Within 10 days after final annexation of the Property by City of Manor and the recordation of the Wastewater Easements, the Escrow Agent shall record the Drainage Easement Assignments in the Official Public Records of Travis County, Texas. Escrow Agent shall provide Grantor, the City of Austin, and the City of Manor copies of the recorded Drainage Easement Assignments.
4. Liability. Escrow Agent will be obligated to perform only the duties that are expressly set forth herein. In case of conflicting demands upon Escrow Agent, it may (i) refuse to comply therewith as long as such disagreement continues and make no delivery or other disposition of any funds or property then held (and Escrow Agent shall not be or become liable in any way for such failure or refusal to comply with such conflicting or adverse claims or demands, except for its failure to exercise due care, willful breach and willful misconduct); and (ii) continue to so refrain and so refuse to act until all differences have been adjusted by agreement and, Escrow Agent has been notified thereof in writing signed jointly by City and Grantor or (iii) to interplead the Wastewater Easements and Drainage Easement Assignments in dispute.
5. No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear in, prosecute, or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss, or liability, unless and as often as required by it, it is furnished with satisfactory security and indemnity against all such costs, expenses, losses, or liabilities.
6. Status of Escrow Agent. Escrow Agent is to be considered and regarded as a depository only and shall not be responsible or liable (except for its failure to exercise due care, willful breach or willful misconduct) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited pursuant to this Escrow Agreement, nor as to the identity, authority, or rights of any person executing the same. Escrow Agent's duties hereunder shall be limited to the safekeeping of the Wastewater Easements and Drainage Easement Assignments by it as Escrow Agent and for their recordation in accordance with the terms of this Escrow Agreement.
7. Written Instructions of Parties. Notwithstanding any contrary provision contained herein, Escrow Agent shall, at all times, have full right and authority and the duty and obligation to record and/or release the Wastewater Easements and Drainage Easement Assignments in accordance with the joint written instructions signed by City and Grantor. If the conditions set forth in Section 2 have not been satisfied on or before one year after the effective date of this Escrow Agreement, this Escrow Agreement will terminate, and

Escrow Agent will return the Wastewater Easements to Grantor and Drainage Easement Assignments to the City.

8. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given (a) when actually received by that party, (b) when sent via overnight courier service and confirmation of receipt by the addressees is obtained from the courier's tracking system, (c) three (3) days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address indicated for such party on the signature page herein below, or to a different address as previously given in a notice to the other parties, OR (d) upon delivery by email (in facsimile format such as pdf or tif) to the party in question at the email address indicated for such party below, or to a different email address as previously given in a notice to the other parties.

If to City:

City of Austin  
Attn: Austin Water, Virginia Collier  
6310 Wilhelmina Delco Dr.,  
Suite 3100  
Austin, Texas 78752  
Telephone: (512) 972-0117  
[Virginia.Collier@austintexas.gov](mailto:Virginia.Collier@austintexas.gov)

If to Grantor:

DG Manor Downs Property Owner, L.P.  
Attn: Tim Kraftson  
17304 Preston Blvd.  
Dallas, Texas 75252  
Telephone: (817) 797-7287  
[tkraftson@dalfen.com](mailto:tkraftson@dalfen.com)

And

City of Austin Law Department  
Attn: Chrissy Mann, Utilities and  
Regulation Division  
P.O. Box 1088  
[Chrissy.mann@austintexas.gov](mailto:Chrissy.mann@austintexas.gov)

And

Jackson Walker LLP  
Attn: Pam Madere  
100 Congress Ave., Suite 1100  
Austin, Texas 78701  
Telephone: (512) 236-2048  
[pmadere@jw.com](mailto:pmadere@jw.com)

If to Escrow Agent:

Heritage Title Company of Austin,  
Inc.  
Attn: Conner Turner  
200 West 6<sup>th</sup> Street  
Suite 1600  
Austin, Texas 78701  
Telephone: (512) 505-5090  
[cturner@heritage-title.com](mailto:cturner@heritage-title.com)

Any party may change the address to which Notices are to be addressed by giving the other parties Notice in the manner herein set forth. All such Notices, requests, demands and other communications shall be deemed to have been delivered (i) as of the day of receipt, in the case of personal delivery, or (ii) as of the day of receipt or attempted delivery date in the case of delivery by air courier, or (iii) as of the date of receipt or first attempted delivery, as evidenced by the return receipt card, in the case of mailing by certified or registered United States mail.

9. Fee. Escrow Agent shall receive a fee of \$500.00 for its services hereunder, and be paid or reimbursed for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or paid in connection with carrying out its duties hereunder, the payment of all amounts to be and the sole responsibility of the Grantor. Non-payment of such fee by Grantor shall not entitle Escrow Agent to refuse or fail to act as required by this Escrow Agreement.
10. Titles and Section Headings. Titles of sections and subsections contained in this Escrow Agreement are inserted for convenience of reference only, and neither form a part of this Escrow Agreement or are to be used in its construction or interpretation.
11. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. Non-Waiver. No waiver by either party of any breach of any term or condition of this Escrow Agreement shall operate as a waiver of any other breach of such term or condition or of any other term or condition. No failure to enforce such provision shall operate as a waiver of such provision or of any other provision hereof, or constitute or be deemed a waiver or release of any other party for anything arising out of, connected with, or based upon this Escrow Agreement.
13. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns. The parties recognize and acknowledge that the powers and authority granted Escrow Agent herein are each irrevocable and coupled with an interest. Escrow Agent shall have no liability to City or Grantor for any mistakes in judgment in the performance of any function hereunder, except for failure to exercise due care, willful breach and willful misconduct.
14. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
15. Time of Essence. Time is of the essence of this Escrow Agreement.
16. Entire Agreement; Modification. This Escrow Agreement supersedes all prior agreements and constitutes the entire agreement with respect to the subject matter hereof. It may not be altered or modified without the written consent of all parties.

*[Signatures on following page]*

In witness whereof each of the parties hereto has caused this Escrow Agreement to be executed under seal on its behalf by duly authorized persons, all as of the day and year first above written.

**City:**

**City of Austin,**  
a Texas home-rule municipal corporation situated in the  
counties of Bastrop, Hays, Travis, and Williamson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Grantor:**

**DG Manor Downs Property Owner, L.P.,**  
a Delaware limited partnership,

By: DG Manor Downs Property Owner GP, LLC,  
a Delaware limited liability company,  
General Partner

By: \_\_\_\_\_  
Name: Joseph Walker  
Title: Authorized Signatory

**Escrow Agent:**

**Heritage Title of Austin**

By: \_\_\_\_\_  
Name: Conner Turner  
Title: Escrow Officer