

## 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 (“**DG Manor Downs**”), CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation situated in Travis County (“**City**”), MANOR DOWNS EAST, LLC, a Texas limited liability company (“**Manor Downs East**”) and HERITAGE TITLE COMPANY OF MANOR (“**Escrow Agent**”).

### WITNESSETH:

WHEREAS, Manor Downs East has agreed to dedicate to the City a wastewater easement in the form attached as **Exhibit “A”** (the “**Wastewater Easement**”);

WHEREAS, DG Manor Downs intends to construct a wastewater force main within the Wastewater Easement to be dedicated to the City (“**Force Main**”);

WHEREAS, the Force Main will also lie within wastewater easements granted to the City of Austin and to Bluebonnet Electric Cooperative (“**Bluebonnet**”);

WHEREAS, DG Manor Downs intends to seek permits from the City of Austin and approval by Bluebonnet authorizing it to construct the Force Main;

WHEREAS, DG Manor Downs, Manor Downs East and the City desire for the Wastewater Easement to be held in escrow by Escrow Agent;

WHEREAS, the Wastewater Easement is to be recorded upon the issuance by the City of Austin of permits to construct the Force Main and the approval of the Force Main plans by the City and Bluebonnet.

NOW, THEREFORE, the parties agree to the following:

1. Establishment of Escrow. Escrow Agent hereby acknowledges receipt of the executed and acknowledged Wastewater Easement from Manor Downs East to be held in escrow until recorded as provided herein.
2. Recordation of Wastewater Easement. Within 5 days after the later of (i) the issuance of permits by the City of Austin authorizing the construction of the Force Main; (ii) the approval of the Force Main plans by the City, as evidenced by a consent executed on behalf of the City, and (iii) the approval of the Force Main plans by Bluebonnet, as evidenced in writing by Bluebonnet, the Wastewater Easement shall be recorded by Escrow Agent in the Official Public Records of Travis County, Texas. Escrow Agent shall provide DG Manor Downs, Manor Downs East, the City of Austin, and the City copies of the recorded Wastewater Easement.

3. 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, Manor Downs East and DG Manor Downs or (iii) to interplead the Wastewater Easement in dispute.
4. 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.
5. 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 Easement by it as Escrow Agent and for its recordation in accordance with the terms of this Escrow Agreement.
6. 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 Easement in accordance with the joint written instructions signed by City, Manor Downs East and DG Manor Downs. 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 Easement to Manor Downs East.
7. 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 Manor  
Attn: City Manager  
105 East Eggleston St.  
Manor, Texas 78653  
Telephone: (512) 272-8636

If to DG Manor Downs:

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

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752  
Telephone: (512) 323-5778

[Paige@cityattorneytexas.com](mailto:Paige@cityattorneytexas.com)

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 Manor Downs East:

Manor Downs East, LLC  
Attn: Colin Armstrong  
300 Bowie Street, Suite 106A,  
Austin, Travis County, TX 78703

If to Escrow Agent:

Heritage Title Company  
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.

8. 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 DG Manor Downs. Non-payment of such fee by DG Manor Downs shall not entitle Escrow Agent to refuse or fail to act as required by this Escrow Agreement.

9. 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 nor are to be used in its construction or interpretation.
10. 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.
11. 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.
12. 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, Manor Downs East or DG Manor Downs for any mistakes in judgment in the performance of any function hereunder, except for failure to exercise due care, willful breach and willful misconduct.
13. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
14. Time of Essence. Time is of the essence of this Escrow Agreement.
15. 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 Manor,**

a Texas home-rule municipal corporation situated in Travis County

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DG Manor Downs:**

**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

**Manor Downs East:**

**Manor Downs East, LLC**

A Texas limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Heritage**

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

Name: Conner Turner

Title: Escrow Officer

**Exhibit "A"**  
**Form of Wastewater Easement**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**WASTEWATER UTILITY EASEMENT**

DATE:

GRANTOR: **Manor Downs East, LLC**

GRANTOR'S MAILING ADDRESS: **300 Bowie Street, Suite 106A,  
Austin, Travis County, TX 78703**

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS: **105 E. Eggleston Street  
Manor, Travis County, Texas 78653**

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

PROPERTY:

A fifteen foot (15') wide wastewater utility easement shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

**GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto (the "Wastewater Utility Easement"). Grantor reserves the right to enter upon and use any portion of the Wastewater Utility Easement, but in no event shall Grantor enter upon or use any portion of the Wastewater Utility Easement in any manner that interferes in any material way or is inconsistent with the rights granted the City under this Wastewater Utility Easement for the easement purpose as determined by City in its reasonable discretion.

The Wastewater Utility Easement is granted subject to a prior wastewater easement granted to the City of Austin (the "Austin Wastewater Easement"). All improvements installed within the



Wastewater Utility Easement and lying within the Austin Wastewater Easement shall be constructed within an area the cross-section of which is shown on Exhibit "B" attached hereto.

**TO HAVE AND TO HOLD** the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject, however, to any easements, liens, encumbrances, and other matters of record in the real property records of Travis County, Texas that are valid, existing, and affect the Wastewater Utility Easement as of the Date.

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

Dated as of the date first written above but acknowledged as of the dates set forth below.

[Signatures on following pages]

**GRANTOR:**

**Manor Downs East, LLC**  
a Texas limited liability company,  
General Partner

By: \_\_\_\_\_  
Name: Colin Armstrong  
Title: Manager

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

State of \_\_\_\_\_ §  
County of \_\_\_\_\_ §

Before me, the undersigned notary, on this day personally appeared Colin Armstrong, Manager of Manor Downs East, LLC, a Texas limited liability company, 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 the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

—

**ACCEPTED:**

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

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

**THE STATE OF TEXAS**

§

**COUNTY OF TRAVIS**

§

§

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

\_\_\_\_\_  
Notary Public-State of Texas

**AFTER RECORDING RETURN TO:**

City of Manor, Texas  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

**APPROVED AS TO FORM:**

CITY OF AUSTIN, TEXAS  
LAW DEPARTMENT

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

**REVIEWED AND APPROVED:**

CITY OF AUSTIN, TEXAS  
AUSTIN WATER UTILITY

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

**Exhibit "A"**

**Description of Wastewater Utility Easement**

**[attached]**

**LEGAL DESCRIPTION:**

**FORCEMAIN EASEMENT - 0.3284 ACRE**

BEING A 0.3284 ACRE (14,305 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMMER BACON SURVEY, ABSTRACT 63, TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 25.08 ACRES TRACT OF LAND DESCRIBED TO MANOR DOWNS EAST, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021159620 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 25.08 ACRES TRACT BEING FURTHER DESCRIBED IN VOLUME 10884, PAGE 862 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A CALLED 0.560 ACRE TRACT OF LAND DESCRIBED TO MANOR DOWNS EAST, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2024046271, O.P.R.T.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A 1 1/2-INCH IRON ROD FOUND, IN THE NORTH RIGHT-OF-WAY OF HILL LANE, VARIABLE WIDTH RIGHT-OF-WAY, FOR THE SOUTHWEST CORNER OF SAID 25.08 ACRES TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 0.560 ACRE TRACT;

**THENCE**, WITH SAID NORTH RIGHT-OF-WAY OF HILL LANE, SAME BEING THE SOUTH BOUNDARY LINE OF SAID 0.560 ACRE TRACT, NORTH 62°46'03" WEST, A DISTANCE OF 22.77 FEET TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF SAID 0.560 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF THE REMAINDER OF A CALLED 10.656 ACRES TRACT OF LAND DESCRIBED TO DG MANOR DOWNS PROPERTY OWNER, L.P., AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021159617, O.P.R.T.C.T.;

**THENCE**, DEPARTING SAID NORTH RIGHT-OF-WAY OF HILL LANE AND SAID SOUTH BOUNDARY LINE OF THE 10.656 ACRES TRACT, WITH THE WEST BOUNDARY LINE OF SAID 0.560 ACRE TRACT, SAME BEING THE EAST BOUNDARY LINE OF THE REMAINDER OF SAID 10.656 ACRES TRACT, NORTH 27°13'57" EAST, A DISTANCE OF 33.74 FEET TO THE **POINT OF BEGINNING**;

**THENCE**, CONTINUING WITH SAID WEST BOUNDARY LINE OF THE 0.560 ACRE TRACT AND SAID EAST BOUNDARY LINE OF THE REMAINDER OF THE 10.656 ACRES TRACT, NORTH 27°13'57" EAST, A DISTANCE OF 15.00 FEET TO A CALCULATED POINT;

**THENCE**, DEPARTING SAID WEST BOUNDARY LINE OF THE 0.560 ACRE TRACT AND SAID EAST BOUNDARY LINE OF THE REMAINDER OF THE 10.656 ACRES TRACT, OVER AND ACROSS SAID 0.560 ACRE TRACT AND SAID 25.08 ACRES TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1. SOUTH 62°17'59" EAST, A DISTANCE OF 33.58 FEET TO A CALCULATED POINT;
- 2. SOUTH 17°06'04" EAST, A DISTANCE OF 32.04 FEET TO A CALCULATED POINT;
- 3. SOUTH 62°06'04" EAST, A DISTANCE OF 862.06 FEET TO A CALCULATED POINT;
- 4. SOUTH 17°41'34" EAST, A DISTANCE OF 6.39 FEET TO A CALCULATED POINT;
- 5. SOUTH 62°41'34" EAST, A DISTANCE OF 19.74 FEET TO A CALCULATED POINT, IN THE EAST BOUNDARY LINE OF SAID 25.08 ACRES TRACT, SAME BEING THE WEST BOUNDARY LINE OF LOT 1, BLOCK 1, 9910 HILL LANE, A LEGAL SUBDIVISION, AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 202200136, O.P.R.T.C.T.;

**THENCE**, WITH SAID NORTH RIGHT-OF-WAY LINE OF HILL LANE, SAID EAST BOUNDARY LINE OF THE 25.08 ACRES TRACT AND SAID WEST BOUNDARY LINE OF LOT 1, SOUTH 27°30'47" WEST, A DISTANCE OF 15.00 FEET TO A CALCULATED POINT, AND FROM WHICH A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" FOUND, IN SAID NORTH RIGHT-OF-WAY LINE OF HILL LANE, FOR THE SOUTHEAST CORNER OF SAID 25.08 ACRES TRACT, BEARS SOUTH 27°30'47" WEST, A DISTANCE OF 9.43 FEET;

**THENCE**, DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF HILL LANE AND SAID EAST BOUNDARY LINE OF THE 25.08 ACRES TRACT, OVER AND ACROSS SAID 25.08 ACRES TRACT AND SAID 0.560 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1. NORTH 62°41'34" WEST, A DISTANCE OF 25.89 FEET TO A CALCULATED POINT;
- 2. NORTH 17°41'34" WEST, A DISTANCE OF 6.48 FEET TO A CALCULATED POINT;
- 3. NORTH 62°06'04" WEST, A DISTANCE OF 862.15 FEET TO A CALCULATED POINT;
- 4. NORTH 17°06'04" WEST, A DISTANCE OF 32.01 FEET TO A CALCULATED POINT;
- 5. NORTH 62°17'59" WEST, A DISTANCE OF 27.22 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.3284 ACRE OF LAND, MORE OR LESS, IN TRAVIS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

**SURVEYOR'S NOTES:**

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE GRID VALUES. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



MICHAEL A. MONTGOMERY II, R.P.L.S.  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6890



**LEGAL DESCRIPTION  
FORCEMAIN EASEMENT  
0.3284 ACRE**

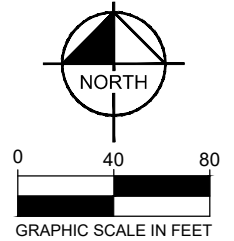
**BEING A PORTION OF THE  
SUMMER BACON SURVEY, ABSTRACT 63  
TRAVIS COUNTY, TEXAS**



10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771  
TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	MSB	MMII	3/6/2025	068728007	1 OF 3

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N62°46'03"W	22.77'	L8	S27°30'47"W	15.00'
L2	N27°13'57"E	33.74'	L9	N62°41'34"W	25.89'
L3	N27°13'57"E	15.00'	L10	N17°41'34"W	6.48'
L4	S62°17'59"E	33.58'	L11	N17°06'04"W	32.01'
L5	S17°06'04"E	32.04'	L12	N62°17'59"W	27.22'
L6	S17°41'34"E	6.39'	L13	S27°30'47"W	9.43'
L7	S62°41'34"E	19.74'			



(REMAINDER OF)  
CALLED 10.656 ACRES  
DG MANOR DOWNS  
PROPERTY OWNER, L.P.  
DOC. NO. 2021159617  
O.P.R.T.C.T.

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

**FORCEMAIN EASEMENT**  
**0.3284 ACRE**  
**(14,305 SQ. FT.)**

CALLED 25.08 ACRES  
MANOR DOWNS EAST, LLC  
DOC. NO. 2021159620  
O.P.R.T.C.T.  
(DESCRIBED IN)  
VOL. 10884, PG. 862  
R.P.R.T.C.T.

S62°06'04"E 862.06'  
N62°06'04"W 862.15'  
**HILL LANE**  
(VARIABLE WIDTH RIGHT-OF-WAY)

LINETYPE LEGEND	
	EASEMENT BOUNDARY LINE
	PROPERTY LINE

LEGEND	
	= 1/2" IRON ROD FOUND (CAP/SIZE NOTED)
	= CALCULATED POINT
<b>P.O.C.</b>	= POINT OF COMMENCEMENT
<b>P.O.B.</b>	= POINT OF BEGINNING
O.P.R.T.C.T.	= OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	= REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

**EASEMENT BOUNDARY EXHIBIT**  
**FORCEMAIN EASEMENT**  
**0.3284 ACRE**  
BEING A PORTION OF THE  
**SUMMER BACON SURVEY, ABSTRACT 63**  
TRAVIS COUNTY, TEXAS

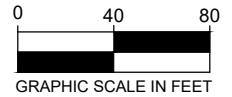
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**Kimley»Horn**

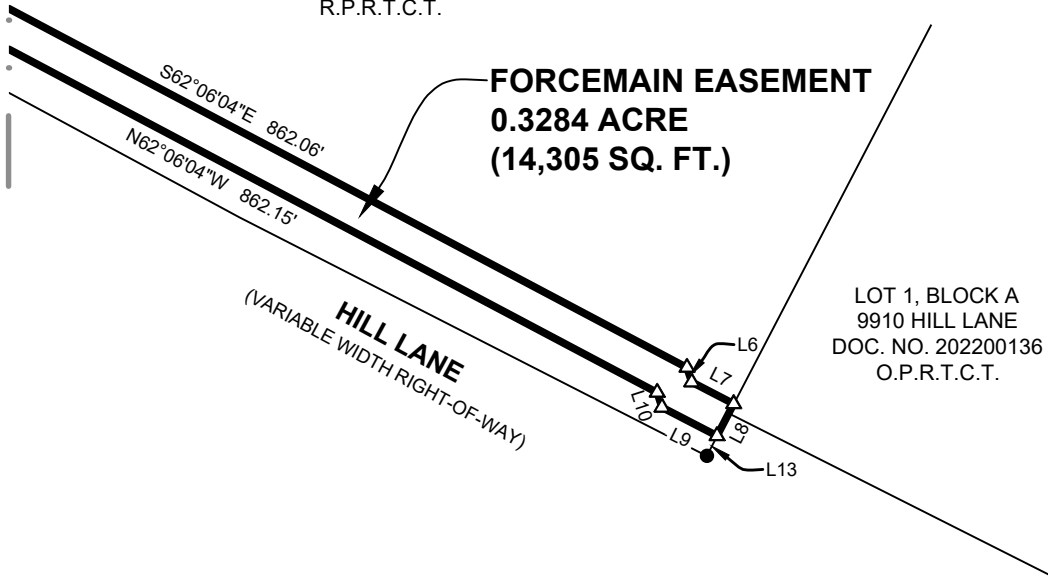
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771  
TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	MSB	MMII	3/6/2025	068728007	2 OF 3



CALLED 25.08 ACRES  
 MANOR DOWNS EAST, LLC  
 DOC. NO. 2021159620  
 O.P.R.T.C.T.  
 (DESCRIBED IN)  
 VOL. 10884, PG. 862  
 R.P.R.T.C.T.

MATCH LINE SHEET 2



LOT 1, BLOCK A  
 9910 HILL LANE  
 DOC. NO. 202200136  
 O.P.R.T.C.T.

LINETYPE LEGEND	
	EASEMENT BOUNDARY LINE
	PROPERTY LINE

LEGEND	
	= 1/2" IRON ROD FOUND (CAP/SIZE NOTED)
	= CALCULATED POINT
	= POINT OF COMMENCEMENT
	= POINT OF BEGINNING
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS	
R.P.R.T.C.T. = REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS	

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L3	N27°13'57"E	15.00'	L10	N17°41'34"W	6.48'
L4	S62°17'59"E	33.58'	L11	N17°06'04"W	32.01'
L5	S17°06'04"E	32.04'	L12	N62°17'59"W	27.22'
L6	S17°41'34"E	6.39'	L13	S27°30'47"W	9.43'
L7	S62°41'34"E	19.74'			

**EASEMENT BOUNDARY EXHIBIT**  
**FORCEMAIN EASEMENT**  
**0.3284 ACRE**  
 BEING A PORTION OF THE  
**SUMMER BACON SURVEY, ABSTRACT 63**  
**TRAVIS COUNTY, TEXAS**

**SURVEYOR'S NOTES:**

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Kimley»Horn

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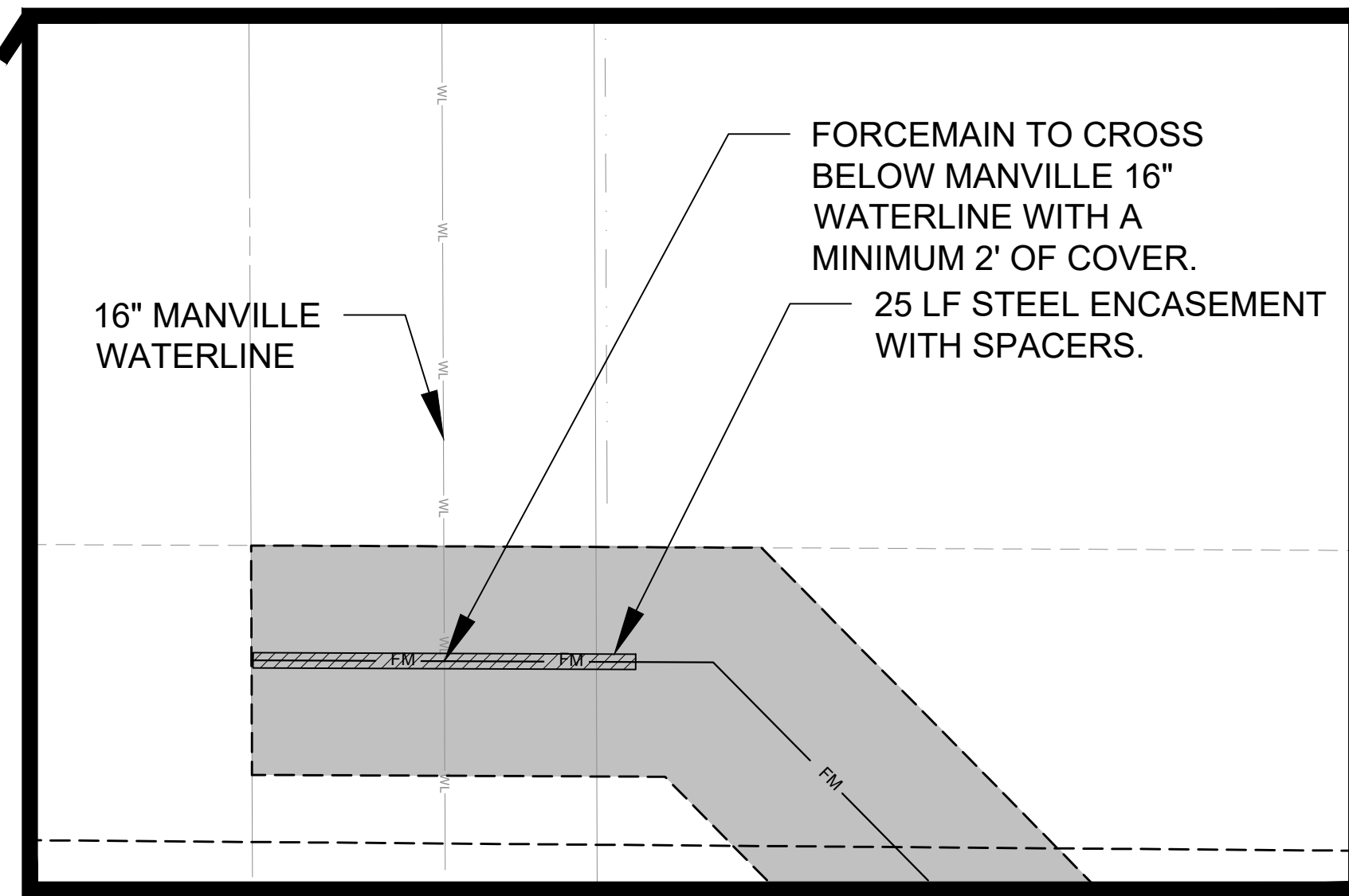
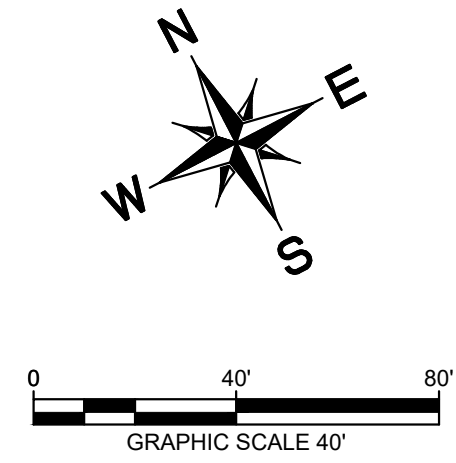
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	MSB	MMII	3/6/2025	068728007	3 OF 3



**Exhibit “B”**

**Permitted Location of Improvements within Wastewater Utility Easement**

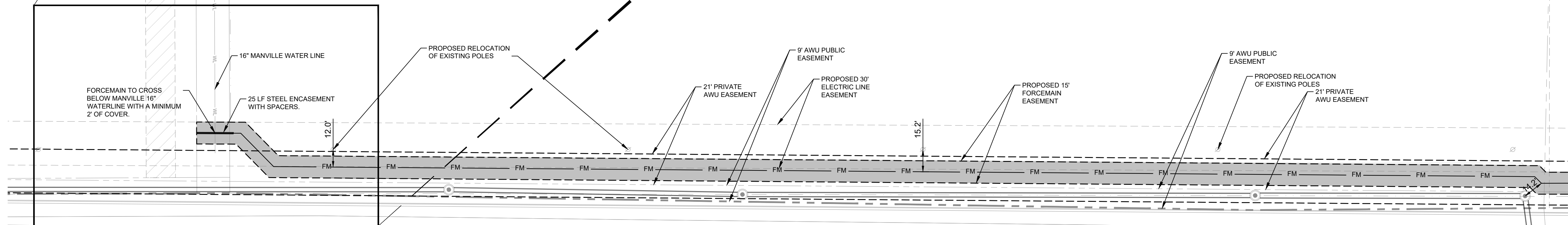
**[attached]**



SCALE: 1"=10'

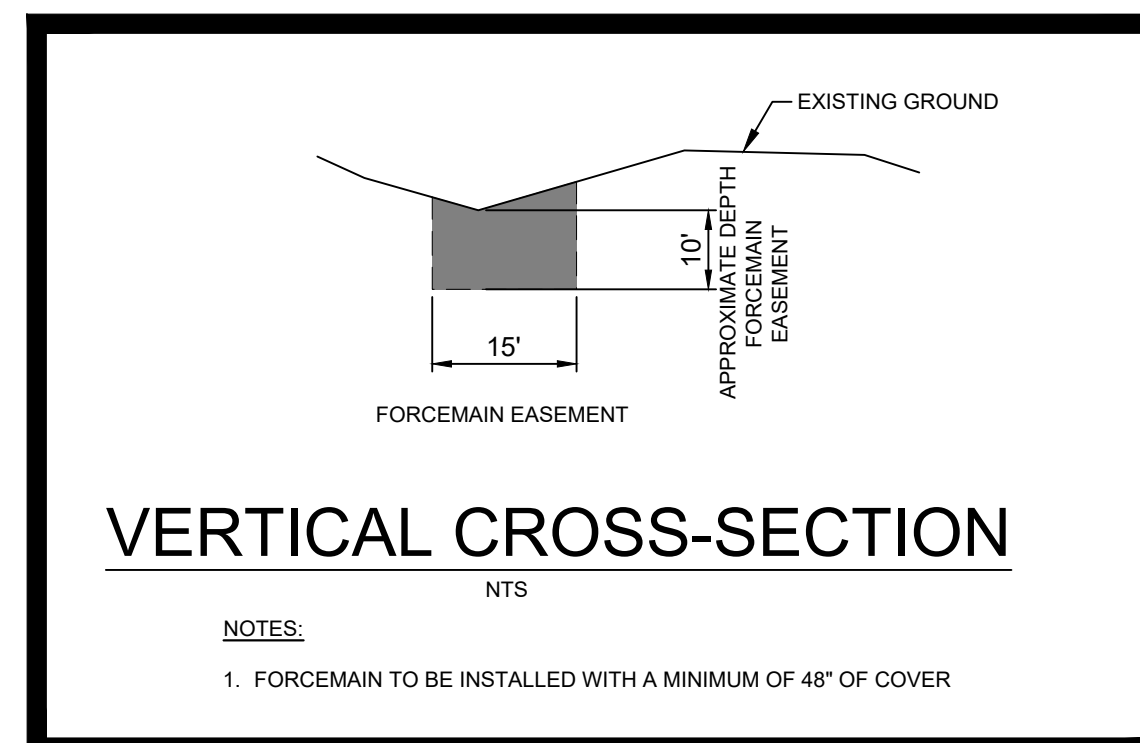
OWNER:  
MANOR DOWNS EAST LLC  
DOC# 2021159620  
OPRTC

CALLED 24.811 ACRES  
9 SUNNY PARTNERS, LP  
DOC# 2006189066, OPRTC



HILL LANE

CALLED 10.00 ACRES  
BUTLER FAMILY PARTNERSHIP LTD  
VOL. 1021148-002  
P.P.1.C.1  
LAND USE: AGRICULTURE



Dalfen Offsite Forcemain

# Manor Downs East Offsite Forcemain

Manor, Texas  
February 2025

**Kimley»Horn**

501 S. Austin Ave.  
Suite 1310  
Georgetown, TX 78626  
512-520-0768  
State of Texas Registration No. F-928