

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement under Section 43.035, Texas Local Government Code (“**First Amendment**”) is dated effective _____, 2020 (the “**Amendment Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “**City**”) and **JEFFERSON TRIANGLE MARINE, LP**, a Texas limited partnership (the “**Developer**”). The City and the Developer are sometimes referred to herein as the “Parties.”

RECITALS:

WHEREAS, the City and Developer previously entered into that certain Development Agreement Under Section 43.035, Texas Local Government Code dated effective September 20, 2017 and recorded as Document No. 2017197857 of the Official Public Records of Travis County, Texas (the “**Agreement**”) for that certain Property (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

WHEREAS, the City plans to construct the Project, defined below, which includes a wastewater treatment plant, lift station and related appurtenances in the Cottonwood Creek West Tributary area;

WHEREAS, wastewater improvements are required to serve the Property when developed;

WHEREAS, the Developer desires to contract with the City to pay for the incremental costs herein described to relocate the City’s planned lift station to the Property in anticipation of the future development of the Property; and

WHEREAS, the Developer participation amount will be established by unit bid amounts as provided herein that establish the extra costs associated with relocating the City’s planned lift station to the Property; and

WHEREAS, as consideration for the Developer participation, the City shall commit and reserve for the Property certain capacity in the City’s wastewater treatment system, as further provided herein; and

WHEREAS, the City and Developer desire to modify and amend the Agreement in certain respects as more particularly set forth in this First Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if fully set forth herein.

Section 2. Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

Section 3. Definition of Terms. In addition to the terms defined in the preceding paragraphs of this First Amendment, the following terms, when used in this First Amendment, will have the meaning set forth below:

(a) **“Capacity Reservation”** means three hundred and fifty (350) LUEs in the City’s wastewater treatment system for the exclusive use and benefit of Developer in connection with the development of the Property.

(b) **“Developer Costs”** means those incremental costs associated with relocating the lift station (exclusive of the cost of the lift station) to the subject Property in lieu of the originally designed off-site location on the Project, together with reasonable costs for acquisition of right-of-way necessary for the Developer Improvements, such Developer Costs being outlined by line item on Exhibit “B” attached hereto and incorporated herein for all purposes, and generally being limited to the scope of work depicted as Developer Portion of Project Improvements on Exhibit “A”.

(c) **“Developer Improvements”** means the incremental work associated with relocating the lift station to the subject Property in lieu of the originally designed off-site location on the Project, including onsite and offsite wastewater lines (including associated surveying), electric and water service to the lift station and access improvements, the scope of which is shown as the Developer Portion of Project Improvements on Exhibit “A” attached hereto and incorporated herein.

(d) **“LUE”** means one living unit equivalent of wholesale wastewater service and is based on one single-family residential unit receiving water service through a 5/8-inch or 3/4-inch residential water meter. LUE equivalencies for structures receiving water through larger meters will be determined in accordance with the LUE equivalency methodology adopted by the City, as amended from time to time, provided however, for purposes of this First Amendment one (1) LUE shall be as calculated for the City’s Capital Improvements Plan as part of the Community Impact Fee program.

(e) **“Project”** means the design, right-of-way acquisition and construction of wastewater lines, lift station improvements, wastewater treatment plant and related appurtenances located in the Cottonwood Creek West Tributary area, as generally depicted on Exhibit “A” attached hereto and incorporated herein.

(f) **“Project Completion Date”** means that date as certified by the City Engineer that the construction of the Project is substantially complete.

Section 4. Term. Unless earlier terminated as provided herein, the term of this First Amendment shall expire five (5) years after the Project Completion Date and may be extended for an additional five (5) years by City Council upon written request of Developer not later than sixty (60) days prior to the expiration of the original term of this First Amendment. Any subsequent extension requests shall require the approval of City Council, which shall not be unreasonably withheld. This First Amendment shall survive termination of the Agreement to the extent necessary for the implementation of the provisions related to Developer's Capacity Reservation and completion of the Project.

Section 5. Construction and Funding of the Project.

(a) The City shall design construction plans for the Project, including, without limitation, the Developer Improvements, and construct or cause to be constructed the Project in compliance with all federal, state, and local legal requirements, including all those applicable to the City as a governmental entity of the State of Texas.

(b) The Developer shall fund, finance, and pay for the Developer Costs as provided in this First Amendment.

Section 6. Ownership and Use of Developer Improvements.

(a) The Developer Improvements are made up of the onsite and offsite wastewater lines, electrical and water service, and access improvements and shall include the appurtenances necessary for the Developer Improvements to function efficiently and to provide service to the Property in connection with the Project.

(b) Currently the City has no available wastewater treatment facilities nor capacity to provide service to the Property. As part of the Project, the City intends to construct facilities, including a wastewater treatment plant and lift station, in the Cottonwood Creek West Tributary area. The City hereby agrees to reserve for the exclusive benefit of the Developer, its successors and assigns, the Capacity Reservation upon completion of the Project and for the Term of this First Amendment. Developer may use the Capacity Reservation for the development of the Property and Developer may include additional tracts to the Property to use the reserved LUEs by providing notice to the City of the additional tracts. The Developer and City may agree to provide additional capacity to the Property once the wastewater treatment facility is constructed by amending the Agreement or by separate agreement. However, the Parties agree that the City is not obligated to construct a wastewater treatment facility to serve the Property.

(c) After completion and acceptance of the Developer Improvements, the City will own and operate the Developer Improvements as part of the Project.

(d) Upon Developer completing construction of a phase or section of the Property in accordance with the City's subdivision ordinance, and the City providing final acceptance of that phase or section, the City will approve connections to the wastewater system, as appropriate, for cumulative service in an amount up to the Capacity Reservation, and provide such services to the Property on the same terms and conditions as then provided within other areas of the City; provided

that any impact fees for such service shall be at then current rates and shall be paid at the time of connection to the City system.

Section 7. Pre-Construction Phase.

(a) The City Engineer shall prepare an estimate of the costs of constructing the Project, including an estimate of the cost of constructing the Developer Improvements on unit cost basis. The Developer shall post the estimated amount for the costs of constructing the Developer Improvements with the City within thirty (30) days after the Effective Date of this First Amendment in the form of a bond or an irrevocable letter of credit (the “***Developer Surety***”).

(b) The City shall cause the City Engineer to prepare the construction plans for the Project, including, without limitation, the Developer Improvements.

(c) The Developer Surety shall remain with the City until the construction plans for the Project are completed, accepted and a bid is awarded by the City, at which time the Developer shall deposit funds with the City in accordance with Section 10 below, and the Developer Surety posted shall be returned to the Developer. If the Developer Deposit, as the term is defined in Section 10 below, is not provided to the City within the time required in Section 10 below, the City shall have the right to use the Developer Surety posted for the costs of constructing the Project.

(d) Developer agrees as part of the consideration for this First Amendment to convey a 0.112 acre tract of real property (the “***Lift Station Property***”) by the approved as to form special warranty deed attached hereto as Exhibit “C” and incorporated herein for all purposes within thirty (30) days of the Amendment Effective Date. Additionally, the City has identified an easement on the Property reasonably required for the Project. The Developer shall convey to the City, at no cost to the City, within thirty (30) days of the Amendment Effective Date, the approved as to form easement attached as Exhibit “D” and incorporated herein for all purposes. City agrees that Developer may relocate the easement when the Property, or any portion thereof, is developed by providing notice to the City during the site plan process; provided however, the relocated easement must be in a location reasonably acceptable to the City. Upon such relocation, the City agrees to vacate any prior easement granted by Developer pursuant to this First Amendment.

(e) Developer agrees to provide a temporary construction easement on the Property to assist the City in the construction of the Project in accordance with the approved form attached hereto and incorporated herein for all purposes as Exhibit “E” within thirty (30) days of the Amendment Effective Date.

(f) The offsite wastewater line and related easement(s) associated with Developer Improvements are necessary and required by the City for the City to provide wastewater service to the Property, and for Developer to comply with the City Rules and obtain approval for the development of the Property. The Developer shall pay costs of the acquisition (including the City’s costs of such acquisition by condemnation or conveyance in lieu thereof) of any easements or land necessary for the construction of the offsite wastewater line required for the Developer Improvements; provided, however, that any such costs in excess of \$7,500 require advance written approval of Developer.

Section 8. Bidding of the Project. The City will advertise the Project (including Developer Improvements) for sealed competitive bids in compliance with Chapter 252, Texas Local Government Code based on the City approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to Developer and the City. The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City Engineer. City will provide the Developer with copies of the bids once they are opened. The contract for construction of the Project (including Developer Improvements) shall be awarded to the lowest and best bidder based on any qualifications defined in the bid documents; provided that the City and the Developer shall retain the discretion to reject any and all bids. The City shall consult with the Developer on its reasons for rejecting bids.

Section 9. Project Costs.

(a) The Developer shall be responsible for payment of the Developer Costs and the City shall be responsible for paying all other costs of and associated with constructing the Project.

Section 10. Payment of Developer Costs.

(a) Within thirty (30) days of the Developer's receipt of the bids and the City's recommendation for award, the Developer shall consider the bids and the City's recommendation for award. If the Developer agrees with the award, the Developer will deliver an amount equal to the Developer Costs (the "Developer Deposit") to the City within ten (10) days of the City awarding the contract and sending notice to the Developer that the contract has been awarded. The City shall hold the Developer Deposit in a separate account, in trust for the Developer, and will be used solely to pay sums coming due for the Developer's Costs under this First Amendment.

(b) The City will enter into the construction contract for the Project after the City receives the Developer Deposit. After entering into the construction contract, the City shall cause the Project to be constructed within the timeframes set forth in the construction contract for the Project, subject to extensions and force majeure as provided therein.

(c) The City Engineer will monitor and confirm the percentage of completion of the Project existing from time to time. The City Engineer will provide the City and the Developer with monthly construction status reports.

(d) Concurrently with the City's receipt of a payment request from the contractor for the Project, the City will either deliver or cause the contractor to deliver to the Developer a copy of the payment request as submitted (a "Payment Request"). In order to make any progress payment from the Developer Deposit, the City must deliver or cause to be delivered to the Developer: (i) a copy of the Payment Request that includes a statement of the percentage of construction of the Project completed to the date of the Contractor's Payment Request (the "Completion Percentage") and has been approved by the City and the City Engineer (the "Approved Draw Request"); and (ii) an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon

progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("Waiver and Release"). The Approved Draw Request, the Certification, and the Waiver and Release shall be delivered to the Developer no later than ten (10) days after delivery of the Payment Request. Payment Requests may not be submitted more frequently than monthly. Within thirty (30) days of the delivery of each Payment Request, and contingent upon the City's delivery of the Approved Draw Request and Waiver and Release within that 30-day period, the City shall pay the Approved Draw Request using the Developer Deposit and City funds as provided in subsection (e), less retainage and any other amounts allowed to be withheld under the construction contract. The Developer may dispute a Payment Request by giving written notice to the City and the City Engineer of the amount of the Payment Request disputed and the specific basis for the dispute within fifteen (15) days of receipt of the Payment Request and may include, but is not limited to, a dispute that the work covered by the Draw Request has not been completed in accordance with the applicable construction contract or there is a default by the contractor under the construction contract in question, and the City shall pay any amount that is not in dispute. The Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this First Amendment.

(e) For each Approved Draw Request, the City shall pay the pro rata share of each Approved Draw Request (less retainage and any disputed amounts) from the Developer Deposit and the City's pro rata share of the Approved Draw Request (less retainage and any disputed amounts) from City funds.

(f) Any change orders will be subject to approval by the City and the Developer before work contemplated by the change order begins, unless the change order is required by an emergency. Neither the City nor the Developer will unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the City Engineer will promptly update the budget and provide a copy of the update to the City and the Developer. The Developer shall be responsible for its pro rata share of the increase in contract price caused by an approved change order that impacts the Developer Improvements and shall deposit such amount with the City within thirty (30) days of written request by the City and approval by the Developer.

Section 11. Timeline of Events. The design and construction of the Project shall generally proceed in accordance with the schedule set forth in Exhibit "F".

Section 12. Assignment. The Developer's rights and obligations under this First Amendment may be assigned in whole or part, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer(s) assign all of their respective rights under this First Amendment in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of developer status must be filed of record in the Official Public Records of Travis County, Texas in order to be effective. Any assignment of Developer's rights and obligations hereunder will not release Developer(s) of their respective obligations under this First Amendment for the assigned portion of the Property until the City Council has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

Section 13. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this First Amendment; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question. In the event of default, the non-defaulting party to this First Amendment may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this First Amendment. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. The City may terminate this First Amendment if the Developer fails to cure a default within the period required by this Section.

Section 14. Reservation of Rights. To the extent not inconsistent with this First Amendment, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 15. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 16. Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this First Amendment. The Parties agree that the execution of this First Amendment does not constitute a development of the Property or occurrence that would be deemed as the Owner's request to the City to annex the Property in accordance to Section 3 of the Agreement. To the extent there is any inconsistency between the Agreement and this First Amendment, the provisions of this First Amendment shall control.

Section 17. Waiver. Neither City's nor Developer's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party. Any failure by a party to insist upon strict performance by the other party of any provision of this First Amendment will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this First Amendment. In order to be effective as to a party, any waiver of default under this First Amendment must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this First Amendment in the future.

Section 18. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections;

riots; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this First Amendment, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 19. Notice. For the purposes of complying with the provisions of this First Amendment, any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor
Attn: City Manager
105 E. Eggleston
P.O. Box 387
Manor, Texas 78653

with copy to:

Paige H. Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, #A105
Austin, Texas 77852

Any notice mailed to the Developer shall be addressed:

Jefferson Triangle Marine, LP
Attn: Chris deZevallos
9225 Katy Freeway, Suite 208
Houston, Texas 77024

with copy to:

Dan D'Acquisto
9225 Katy Freeway, Suite 208
Houston, Texas 77024

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 20. General Provisions.

(a) *Acknowledgement of Mutual Promises.* The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this First Amendment. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this First Amendment, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this First Amendment, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this First Amendment, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this First Amendment, including any benefits that may have been otherwise available to Developer but for this First Amendment.

(b) *Governing Law.* This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

(c) *Entire Agreement.* The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this First Amendment, together with any exhibits attached hereto, shall be binding on them, their personal representatives, heirs, successors and assigns.

(d) *No Joint Venture.* The terms of this First Amendment are not intended to and shall not be interpreted to create any partnership or joint venture or similar arrangement between the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this First Amendment in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

(e) *No Third-Party Beneficiary.* This First Amendment is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this First Amendment, any notice of default or action seeking a remedy for such default must be made by the Developer.

(f) *Current Funds.* The City's financial obligations under this First Amendment shall be paid from current funds.

(g) *Legal Defenses.* Nothing in this First Amendment shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the Developer, nor create any legal rights or claim on behalf of any third party. Neither the Developer nor the City waives, modifies, or alters any defenses and immunities provided under the laws of the State of Texas, the Texas Constitution, and the United States Constitution.

(h) *Successors and Assigns.* This First Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

(i) *Severability.* If any provision of this First Amendment shall be held as a matter of law to be unenforceable, such unenforceability shall not affect the enforceability of the remainder of this First Amendment.

(j) *Interpretation; Terms and Dates.* References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this First Amendment falls on a Saturday, Sunday or federal holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or federal holiday.

(k) *Signatory Warranty.* The signatories to this First Amendment warrant that each has the authority to enter into this First Amendment on behalf of the organization for which such signatory has executed this First Amendment.

(l) *Counterparts.* This First Amendment may be executed in multiple counterparts, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.

(m) *No Israel Boycott.* To the extent this First Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this First Amendment. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(n) *Iran, Sudan and Foreign Terrorist Organizations.* To the extent this First Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(o) *Exhibits.* The following exhibits are attached to this First Amendment, and made a part hereof for all purposes:

Exhibit A – Project and Developer Improvements

Exhibit B – Developer Costs

Exhibit C – Special Warranty Deed

Exhibit D – Easement

Exhibit E – Temporary Construction Easement

Exhibit F – Bidding and Construction Schedule

[signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

CITY OF MANOR, TEXAS
a Texas municipal corporation

By: _____
Dr. Larry Wallace, Jr., Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

DEVELOPER:
Jefferson Triangle Marine, LP
a Texas limited partnership

By: _____
Name: _____
Title: _____

AFTER RECORDING RETURN TO:

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

Exhibit “A”

Project and Developer Improvements

[see attached]

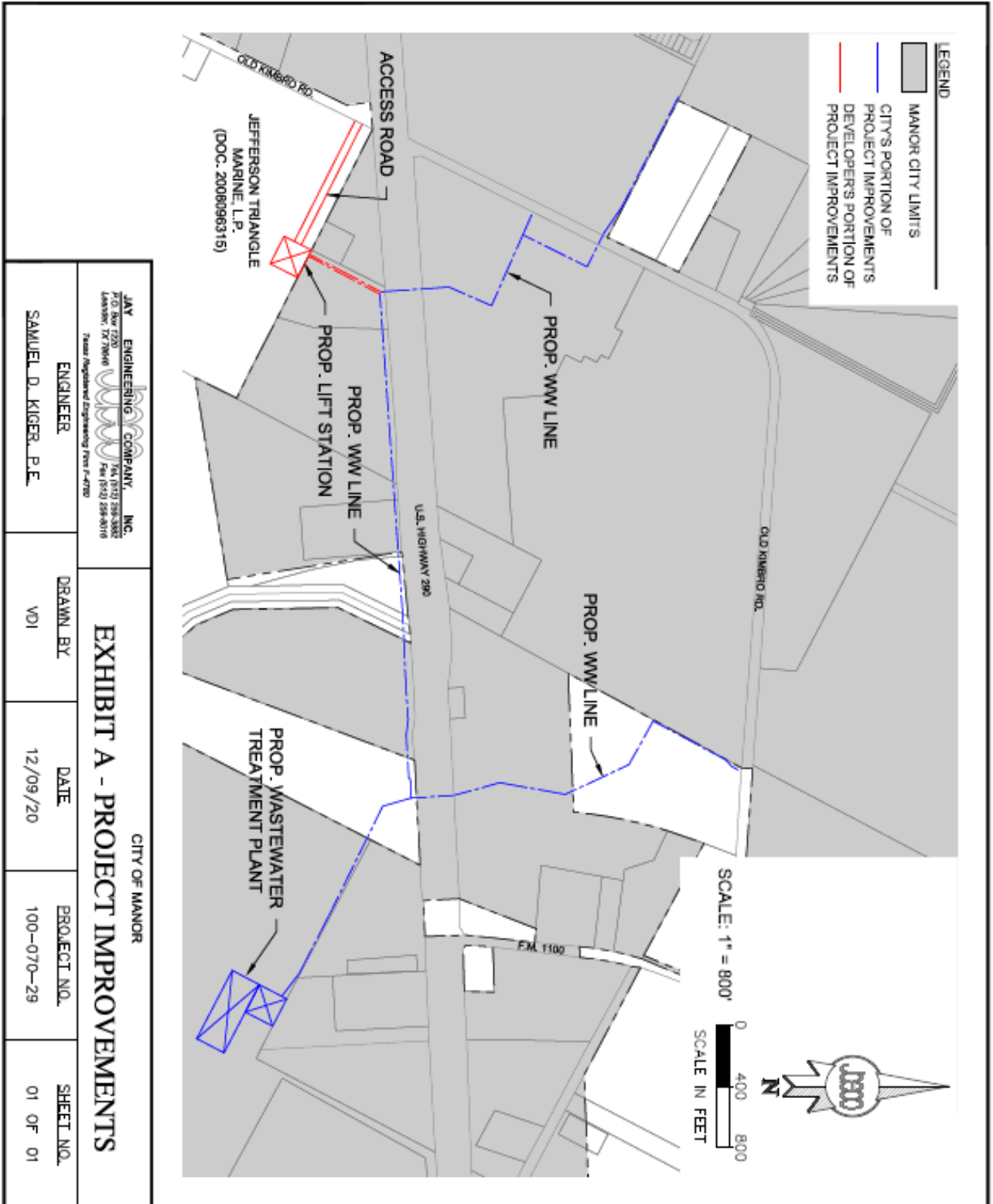


Exhibit "B"
Developer Costs

DEVELOPER COST PARTICIPATION		
Item Description:	Quantity	Unit
12" Wastewater Line	598	L.F.
10" Force Main Line	865	L.F.
Additional Access Road	890	L.F.
Underground Electric to Lift Station	550	L.F.
1" PVC Water Line	1,125	L.F.
36" CMP	65	L.F.
36" CMP 3:1 Bevel Ends	2	EA.
12" Diam. Grouted Rock Rip Rap	54	S.Y.
Access Road Embankment	360	C.Y.
Survey	1,460	L.F.

Exhibit "C"
Special Warranty Deed

[A copy of the approved Special Warranty Deed form follows this cover sheet]

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.

SPECIAL WARRANTY DEED

DATE: _____, 20__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County):

_____ County

GRANTEE: **City of Manor, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):

**City of Manor
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 0.112 acre tract located in Travis County, Texas being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein ("Lift Station Tract") with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such lots (collectively, the "Property").

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Property.

Grantor, for the Consideration paid to Grantor, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee and Grantee's successors and assigns the Property.

This conveyance is expressly made subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other

public utility, and any other encumbrances now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is hereby made for all purposes.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, The City of Manor, Texas, its 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 Property unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

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

[Signature pages follow this page]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

By: _____

Name: _____

Title: _____

THE STATE OF _____

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 20__, personally appeared _____, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., 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. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"

Legal Description and Sketch of the Property

[ATTACHED]



0.112 ACRE LIFT STATION TRACT
JEFFERSON TRIANGLE MARINE, L.P.

DESCRIPTION OF A 0.112 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.112 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, for the northwesterly corner of the herein described tract, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

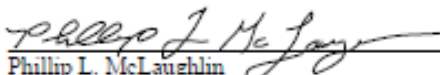
THENCE S62°57'59"E, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 75.00 feet to a calculated point, for the northeasterly corner of the herein described tract;

THENCE over and across said 62.8431 Acre Tract, the following three (3) courses:

1. S27°02'01"W, a distance of 65.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N62°57'59"W, a distance of 75.00 feet to a calculated point, for the southwesterly corner of the herein described tract;
3. N27°02'01"E, a distance of 65.00 feet to the **POINT OF BEGINNING**, containing an area of **0.112 ACRES OF LAND MORE OR LESS**.

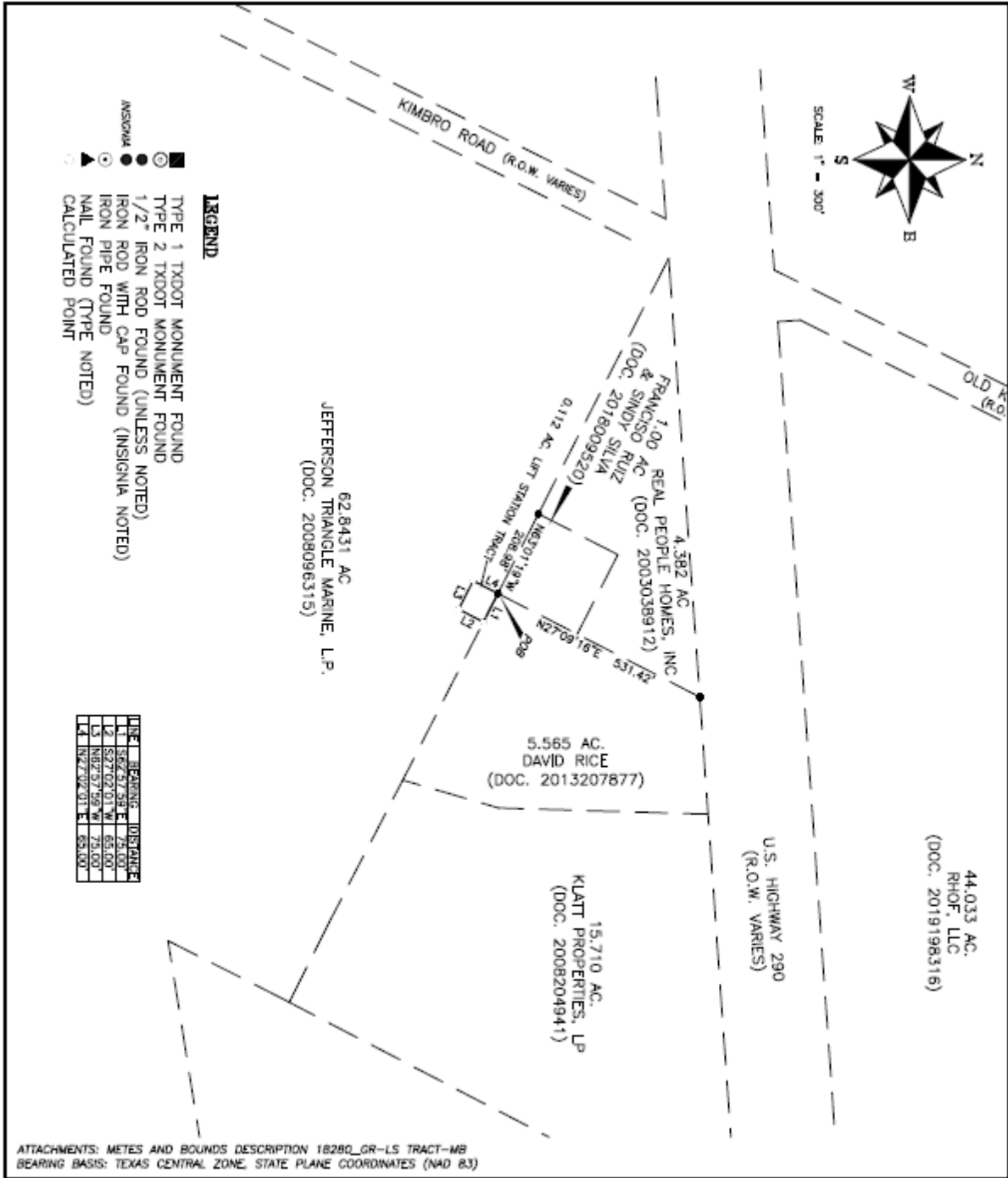
Attachments: 11820_GR-WW-LS TRACT-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 12-10-2020
Registered Professional Land Surveyor
State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



- LEGEND**
- TYPE 1 TxDOT MONUMENT FOUND
 - TYPE 2 TxDOT MONUMENT FOUND
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
 - IRON PIPE FOUND
 - NAIL FOUND (TYPE NOTED)
 - CALCULATED POINT

LINE	BEARING	DISTANCE
1	S62°57'58" E	75.00'
2	S27°02'01" W	65.00'
3	N82°57'59" W	75.00'
4	N27°02'01" E	65.00'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_CR-LS TRACT-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
1 / 1

EXHIBIT

PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE L:\18280_CR-EASEMENT-BASE
 DATE: DECEMBER 10, 2020

0.112 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P, IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
 SURVEYING, LLC
 1805 DUNDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 00020200

Exhibit "D"
Easement

[A copy of the approved Easement form follows this cover sheet]

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.

LIMITED PUBLIC UTILITY AND ACCESS EASEMENT

DATE: _____, 20__

GRANTOR: **Jefferson Triangle Marine, L.P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):

**9225 Katy Freeway, Suite 208
Houston, Harris County, Texas 77024-1521**

GRANTEE: **City of Manor, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):

**City of Manor
105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: None

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

EASEMENT PROPERTY:

A 1.358 acre limited public utility easement and access easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement shall be used for the purpose of maintenance access to the adjacent sanitary sewer lift station site ("Lift Station") and the right of ingress and egress over and across the Easement Property for such access; and 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 improvements reasonably necessary and useful for the maintenance and operation of the Lift Station, including lines and pipes for the supplying of water, and other such public utility services to supply

the Lift Station with electricity (the “Facilities”). Notwithstanding anything to the contrary herein, the “Easement Purpose” shall be limited to (i) providing ingress and egress for access to the Lift Station, (ii) supplying the Lift Station with domestic water service, and (iii) supplying the Lift Station with electric power. Without the express written consent of Grantor, the easement shall not be used for any purpose other than the Easement Purpose.

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee’s successors and assigns an exclusive, perpetual public utility easement and access easement in upon, over, on, under, above and across the Easement Property but only for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”).

COVENANTS AND CONDITIONS: The Easement granted is subject to the following covenants and conditions:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways, parking areas, landscaping and private drainage improvements (“Authorized Improvements”) on, over, across and under the Easement Property, and otherwise use the Easement Property in any way that does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining Authorized Improvements. But, Grantor may not construct any buildings or similar improvements on the Easement Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee’s rights hereunder. Grantor may relocate the Easement when the adjacent property owned by Grantor, or any portion thereof, is developed by providing notice to the Grantee during the site planning process; provided however, that the relocated easement must satisfy the Easement Purpose and must be in a location reasonably acceptable to the City. Upon such relocation, the City agrees to vacate this Easement or applicable portion thereof granted by Grantor pursuant to this Easement.

2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

3. In addition to the foregoing, and for the consideration set forth above, Grantor grants and conveys unto Grantee, a temporary work and construction easement in, under, over, above and across the following described property, to-wit:

A 0.681 acre tract of land located in Travis County, Texas, as more particularly described in Exhibit “A” attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such temporary work and construction easement on Grantor's property.

Said temporary work and construction easement is being granted to facilitate Grantee's construction of the Facilities on Grantor's property, and is for the express purpose of construction and all related work in the construction of the Facilities (the "Temporary Construction Easement"). Grantor grants such Temporary Construction Easement to Grantee, its contractors, subcontractors, agents, engineers and employees, with necessary equipment, to enter upon and have access to Grantor's property, subject to the provision of this easement. Prior to any construction taking place, Grantee or its contractor shall provide Grantor with a Certificate of Insurance evidencing general liability coverage with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate identifying Grantor as an additional named insured.

This Temporary Construction Easement shall exist, to enter Grantor's property, or any part thereof, for the purpose of making soil tests, and designing and constructing the Facilities, and making connections therewith; and shall remain in effect from the date construction begins until final completion of the Facilities, that being defined as thirty (30) days after completion and acceptance by Grantee of the Facilities. After the final completion of the Facilities, this Temporary Construction Easement shall automatically terminate and expire.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by through or under Grantor, but not otherwise.

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

[Signature pages follow this page]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 20__, personally appeared _____, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., 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. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"

**Legal Description and Sketch of the Easement Property and
Temporary Construction Easement**

[ATTACHED]



1.358 ACRE LIMITED PUE AND ACCESS EASEMENT
0.681 ACRE TEMPORARY CONSTRUCTION EASEMENT
JEFFERSON TRIANGLE MARINE, L.P.

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1.358 ACRE LIMITED PUE AND ACCESS EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, for the northeasterly corner of the herein described tract from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

THENCE over and across said 62.8431 Acre Tract, the following nine (9) courses:

1. S27°02'01"W, a distance of 65.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N63°01'19"W, a distance of 79.58 feet to a calculated point;
3. S72°01'25"W, a distance of 28.89 feet to a calculated point;
4. S27°02'01"W, a distance of 30.01 feet to a calculated point;
5. N62°57'59"W, a distance of 30.00 feet to a calculated point;
6. N27°02'01"E, a distance of 29.99 feet to a calculated point;
7. N17°58'35"W, a distance of 28.82 feet to a calculated point;
8. N63°01'19"W, a distance of 58.58 feet to a calculated point;
9. N62°57'10"W, a distance of 670.81 feet to a calculated point in the easterly line of Kimbro Road (R.O.W. varies), same being the westerly line of said 62.8431 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N26°26'41"E, with the easterly line of said Kimbro Road and the westerly line of said 62.8431 Acre Tract, a distance of 65.00 feet to a calculated point at the common westerly corner of said 4.382 Acre Tract and said 62.8431 Acre Tract, for the northwesterly corner of the herein described tract;



THENCE with the northerly line of said 62.8431 Acre Tract, same being in part the southerly line of said 4.382 Acre Tract and in part the southerly line of said 1.00 Acre Tract, the following two (2) courses:

1. S62°57'10"E, a distance of 671.45 feet to a 1/2" iron rod found at the common southerly corner of said 4.382 Acre Tract and said 1.00 Acre Tract;
2. S63°01'19"E, a distance of 208.98 feet to the **POINT OF BEGINNING**, containing an area of **1.358 ACRES OF LAND MORE OR LESS**.

0.681 ACRE TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

THENCE S27°02'01"W, over and across said 62.8431 Acre Tract, a distance of 65.00 feet to a calculated point, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 62.8431 Acre Tract, the following seven (7) courses:

1. S27°02'01"W, a distance of 35.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N63°01'19"W, a distance of 95.00 feet to a calculated point;
3. S27°02'01"W, a distance of 20.42 feet to a calculated point;
4. N62°57'59"W, a distance of 40.00 feet to a calculated point;
5. N27°02'01"E, a distance of 20.38 feet to a calculated point;
6. N63°01'19"W, a distance of 73.95 feet to a calculated point;
7. N62°57'10"W, a distance of 670.46 feet to a calculated point in the easterly line of Kimbro Road (R.O.W. varies), same being the westerly line of said 62.8431 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N26°26'41"E, with the easterly line of said Kimbro Road and the westerly line of said 62.8431 Acre Tract, a distance of 35.00 feet to a calculated point, for the northwesterly corner of the herein described tract;

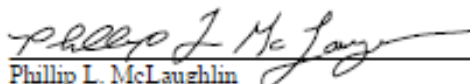


THENCE over and across said 62.8431 Acre Tract, the following eight (8) courses:

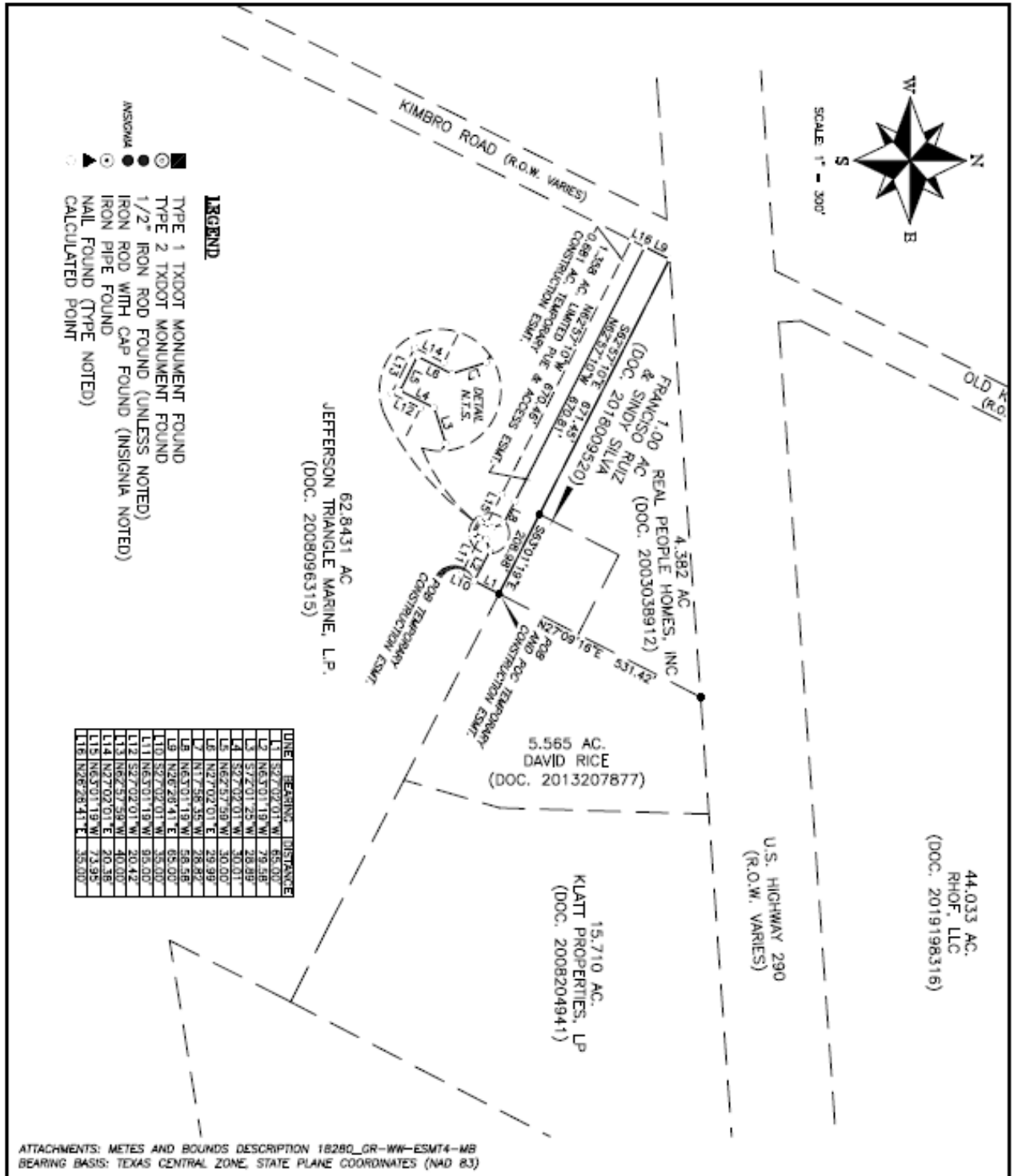
1. S62°57'10"E, a distance of 670.81 feet to a calculated point;
2. S63°01'19"E, a distance of 58.58 feet to a calculated point;
3. S17°58'35"E, a distance of 28.82 feet to a calculated point;
4. S27°02'01"W, a distance of 29.99 feet to a calculated point;
5. S62°57'59"E, a distance of 30.00 feet to a calculated point;
6. N27°02'01"E, a distance of 30.01 feet to a calculated point;
7. N72°01'25"E, a distance of 28.89 feet to a calculated point;
8. S63°01'19"E, a distance of 79.58 feet to the **POINT OF BEGINNING**, containing an area of **0.681 ACRES OF LAND MORE OR LESS**.

Attachments: 11820_GR-WW- ESMT4-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 12-09-2020
Registered Professional Land Surveyor
State of Texas No. 5300





SHEET
1 / 1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\118280_GR-EAEMENT-BASE
DATE: DECEMBER 9, 2020

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 62,8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
SURVEYING, LLC
1805 OUDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
PWS NO. 10032000

Exhibit "E"
Temporary Construction Easement

[A copy of the approved Easement form follows this cover sheet]

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.

TEMPORARY CONSTRUCTION EASEMENT

DATE: _____, 20__

GRANTOR: **Jefferson Triangle Marine, L.P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):

**9225 Katy Freeway, Suite 208
Houston, Harris County, Texas 77024-1521**

GRANTEE: **City of Manor, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):

**City of Manor
105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: None

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

EASEMENT PROPERTY:

A 0.141 acre temporary work and construction easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The temporary work and construction easement is being granted and shall be used for the purpose of free access and the right of ingress and egress over and across the Easement Property; and for the purpose of facilitating Grantee's construction of wastewater lines, lift station improvements and related appurtenances (the "Facilities") on the lift station property depicted in Exhibit "A" (the "Property"), and is for the express purpose of construction and all related work in the construction of the Facilities.

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee's successors and assigns a temporary work and construction easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "Easement"). Grantor grants such Easement to Grantee, its contractors, subcontractors, agents, engineers and employees, with necessary equipment, to enter upon and have access to the Easement Property, subject to the provision of this Easement.

COVENANTS AND CONDITIONS: The Easement granted is subject to the following covenants and conditions:

1. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
2. This Easement shall exist, to enter the Easement Property, or any part thereof, for the purpose of making soil tests, and designing and constructing the Facilities, and making connections therewith; and shall remain in effect from the date construction begins until final completion of the Facilities, that being defined as thirty (30) days after completion and acceptance by Grantee of the Facilities. After the final completion of the Facilities, this Easement shall automatically terminate and expire.
3. Prior to any construction taking place, Grantee or its contractor shall provide Grantor with a Certificate of Insurance evidencing generally liability coverage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate identifying Grantor as an additional named insured.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by through or under Grantor, but not otherwise.

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

[Signature pages follow this page]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 20__, personally appeared _____, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., 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. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"
Legal Description and Sketch of the Easement Property

[ATTACHED]



0.141 ACRE TEMPORARY CONSTRUCTION EASEMENT
JEFFERSON TRIANGLE MARINE, L.P.

DESCRIPTION OF A 0.141 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.141 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

THENCE S62°57'59"E, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 75.00 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE S62°57'59"E, continuing with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 35.00 feet to a calculated point, for the northeasterly corner of the herein described tract;

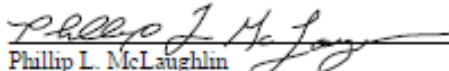
THENCE over and across said 62.8431 Acre Tract, the following five (5) courses:

1. S27°02'01"W, a distance of 100.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N62°57'59"W, a distance of 110.00 feet to a calculated point, for the southwesterly corner of the herein described tract;
3. N27°02'01"E, a distance of 35.00 feet to a calculated point;
4. S62°57'59"E, a distance of 75.00 feet to a calculated point;
5. N27°02'01"E, a distance of 65.00 feet to the **POINT OF BEGINNING**, containing an area of 0.141 ACRES OF LAND MORE OR LESS.

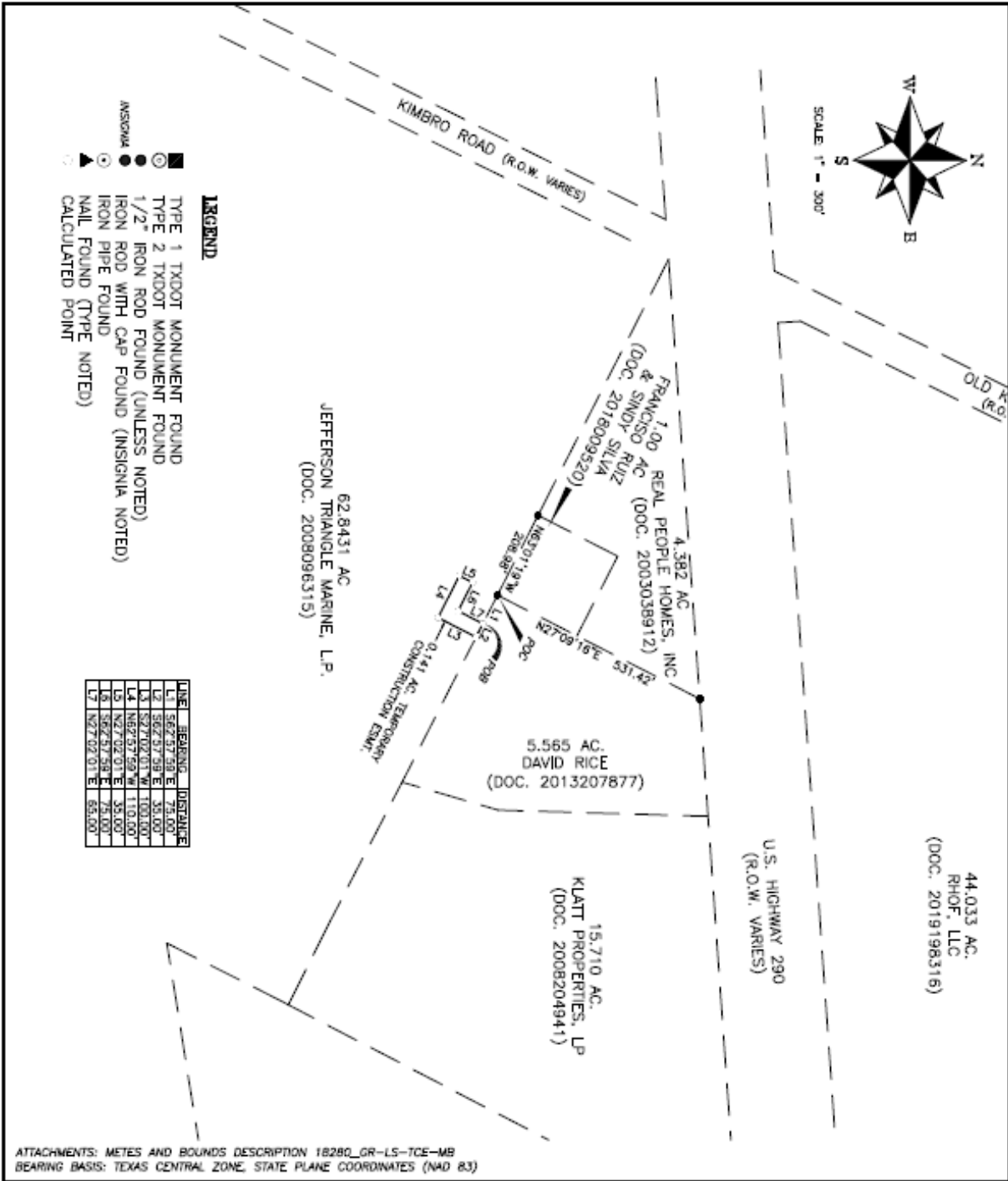


Attachments: 11820_GR-WW- ESMT4-LS-TCE-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 12-10-2020
Registered Professional Land Surveyor
State of Texas No. 5300





LINE	BEARING	DISTANCE
L1	S62°57'58" E	75.00'
L2	S62°57'58" E	35.00'
L3	S27°02'01" W	100.00'
L4	N62°57'58" W	110.00'
L5	N27°02'01" E	35.00'
L6	S62°57'58" E	75.00'
L7	N27°02'01" E	65.00'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-LS-TCE-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\18280_GR-EAEMENT-BASE
DATE: DECEMBER 10, 2020

0.141 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P, IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR SURVEYING, LLC
 1805 OUDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 PWS NO. 10032000

Exhibit “F”

**Bidding and Construction Schedule for
Manor Cottonwood Creek Offsite Utilities
City of Manor, Texas**

The following is the proposed schedule for the design advertisement, bidding and construction processes.

Schedule:	Activity
December 2020	First Amendment
February 2021	Design Complete; Advertise for Public Bids.
March 2021	Open Bids; City sends Developer copies of bids and City staff/consultant recommendation on contract award
March 2021	Developer and City Consider and Act on Bids (in that order)
April 2021	Issue Notice of Award
April 2021	Issue Notice to Proceed
May 2021	Start Construction
October 2021	Complete Construction
November 2021	Project Closeout

The preceding schedule is based upon certain performance assumptions. Actual project schedule may vary due to regulatory, weather or other factors beyond the control of the project manager.