

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

AFFIDAVIT

1. My name is Tony Graf. I am the General Manager for Manville Water Supply Corporation ("Manville") a retail public utility providing utility services in Travis County. I am over the age of 18 years and reside in Travis County, Texas. I am of sound mind and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.

2. During a public meeting held on May 12, 2022, the Manville Board of Directors (Board) considered various matters including the request and proposed agreement of the City of Manor ("Manor") to transfer 13.189 acres of land ("Transfer Area") from Manville's water certificate of convenience and necessity (CCN) No. 11144 to Manor's water CCN No. 10947.


3. I attest that proper notice of the May 12, 2022, Board meeting was issued as required under Texas Open Meetings Act, Government Code Chapter 551. A copy of the Board meeting agenda is provided with this affidavit.

4. FM 973 Building Hope, LLC ("Building Hope") owns the 13.189 acres, a tract of land it acquired from IDEA Public Schools in 2021. On July 6, 2021, Building Hope conveyed to Manville a 0.435 acre easement within the Transfer Area to be used for public utility purposes.

5. The Board approved Manor's request to remove the Transfer Area from Manville's CCN and acknowledged that the easement obtained from Building Hope constitutes all of the compensation Manville seeks for agreeing to the service area transfer to Manor.

Acknowledgement

I declare under penalty of perjury that the foregoing is true and correct. Affiant further sayeth not.



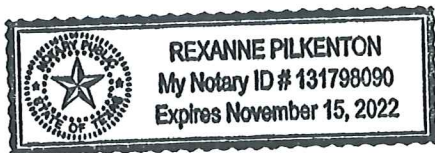
Tony Graf, General Manager
Manville Water Supply Corporation


State of Texas

County of Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Tony Graf, as the General Manager of Manville Water Supply Corporation, known to me to be the person whose name is subscribed on this document and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated and he is authorized to do so.

Given under my hand and seal of office this 26 day of May, 2022.





Notary Public in and for the State of Texas

WATER SERVICE AREA TRANSFER AGREEMENT

This Water Service Area Transfer Agreement (the “Agreement”) is made and entered into as of May 26, 2022 (the “Effective Date”) by and between the Manville Water Supply Corporation (“Manville”), a retail public utility and Texas corporation and the City of Manor (“City” or “Manor”), a Texas home rule municipal corporation. Manville and the City are each a “Party” and collectively, “Parties.”

RECITALS

WHEREAS, the Parties are retail public utilities as defined in Texas Water Code (TWC) Section 13.002 (19) providing water and sewer service under authorizations issued by the Public Utility Commission of Texas or its predecessor (“PUC”);

WHEREAS, Manville holds water certificate of convenience and necessity (“CCN”) No. 11144. Manville’s primary service area under the CCN is within Travis County;

WHEREAS, the City holds CCN No. 10947 and serves certain areas within Travis County;

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

WHEREAS, FM 973 Building Hope, LLC (“Building Hope”) owns a 13.189 acre tract of land (“Transfer Tract”) within Manville’s service area, a property acquired from IDEA Public Schools in 2021.

WHEREAS, Manville has previously stated it is not opposed to the City providing service to the Transfer Tract, noting that the area is within the Manor city limits;

WHEREAS, the Transfer Tract is home to various educational facilities which Building Hope is readying to begin operations the first day of the Fall 2022 school year;

WHEREAS, Building Hope has requested that the City provide water service to the various improvements on the Transfer Tract and the City is willing and has the infrastructure in place capable of providing water service;

WHEREAS, Manville desires to have removed from its CCN the 13.189 acre portion of service area that overlaps with the Transfer Tract illustrated on the Overview, Location, and Detailed maps in Exhibit A of this Agreement for transfer of said portion to the City’s water CCN; and

WHEREAS, the City desires to accept such transfer and have added to its CCN the 13.189 acre portion that overlaps with the Transfer Tract; and

WHEREAS, to facilitate the transfer Building Hope conveyed to Manville a 0.435 easement for public utility purposes within the Transfer Tract.

NOW THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Purpose.** This Agreement shall be a “contract” designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
- 2. Notice of No Opposition.** In 2017, Manville notified the City that Manville is not opposed to the City providing service to the 13.189 acre tract, noting the property is within the Manor city limits. A copy of the No Opposition letter is provided with this Agreement in Exhibit B.
- 3. Transfer of the CCN Transfer Area.** Manville transfers and conveys to the City, and the City accepts from Manville, a 13.189 acre portion of Manville’s CCN No. 11144 that overlaps with the Transfer Tract; and the Parties thereby agree to modification of the boundaries of their water CCNs, accordingly. The Parties further agree that the City shall submit all the documentation required by the PUC for the modification of the boundaries of the Parties’ respective CCNs at the City’s sole expense.
- 4. Easement.** Building Hope conveyed to Manville a 0.435 acre easement within the Transfer Tract to be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances or making connections thereto. A copy of the easement executed by Building Hope on July 6, 2021, and recorded on August 18, 2021, is provided with this Agreement in Exhibit C.
- 5. No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application(s) to transfer the Transfer Tract from Manville to the City, Manville shall have no further obligation to provide retail water service to the Transfer Tract.
- 6. Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and the laws of the State of Texas.
- 7. Entire Agreement.** This Agreement, along with any exhibits, reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter thereof.
- 8. Notice.** The following notice requirements shall apply with regard to notice by the Parties to each other, except with regard to other or additional requirements that may apply to documents served on all parties as provided in 16 Tex. Admin Code §§ 22.74 and 24.239. When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if

sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. Notices and routine communications to the City and Manville shall be addressed as follows:

City:

City of Manor
Attn: Scott Moore,
City Manager
105 Eggleston Street
Manor, Texas, 78653
Phone: (512) 272-5555
smoore@cityofmanor.org

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, Suite A105
Austin, Texas 77852
Phone: (512) 323-5778
Email: paige@cityattorneytexas.com

Manville:

Manville Water Supply Corporation
Attn: Tony Graf, General Manager
P.O. Box 248
Coupland, Texas, 78615
Phone: (512) 856-2488
Email: Tonygraf@manvillewsc.org

9. Successors and Assigns. This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, whose consent shall not be unreasonably withheld. All of the respective obligations of each Party shall bind that Party and shall apply to and bind any successors or assigns of that Party.

10. Venue. Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Travis County, Texas.

11. Recitals. The above recitals are true and correct and are incorporated into this Agreement for all purposes.

12. Multiple Originals. This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

13. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

14. Enforceability. The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date provided above.

MANVILLE WATER SUPPLY CORPORATION
a Texas corporation

By: 
Name: Tony Graf
Title: General Manager

CITY OF MANOR, TEXAS,
a municipal corporation

By: _____
Name: Dr. Larry Wallace Jr.
Title: Mayor

ATTEST:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

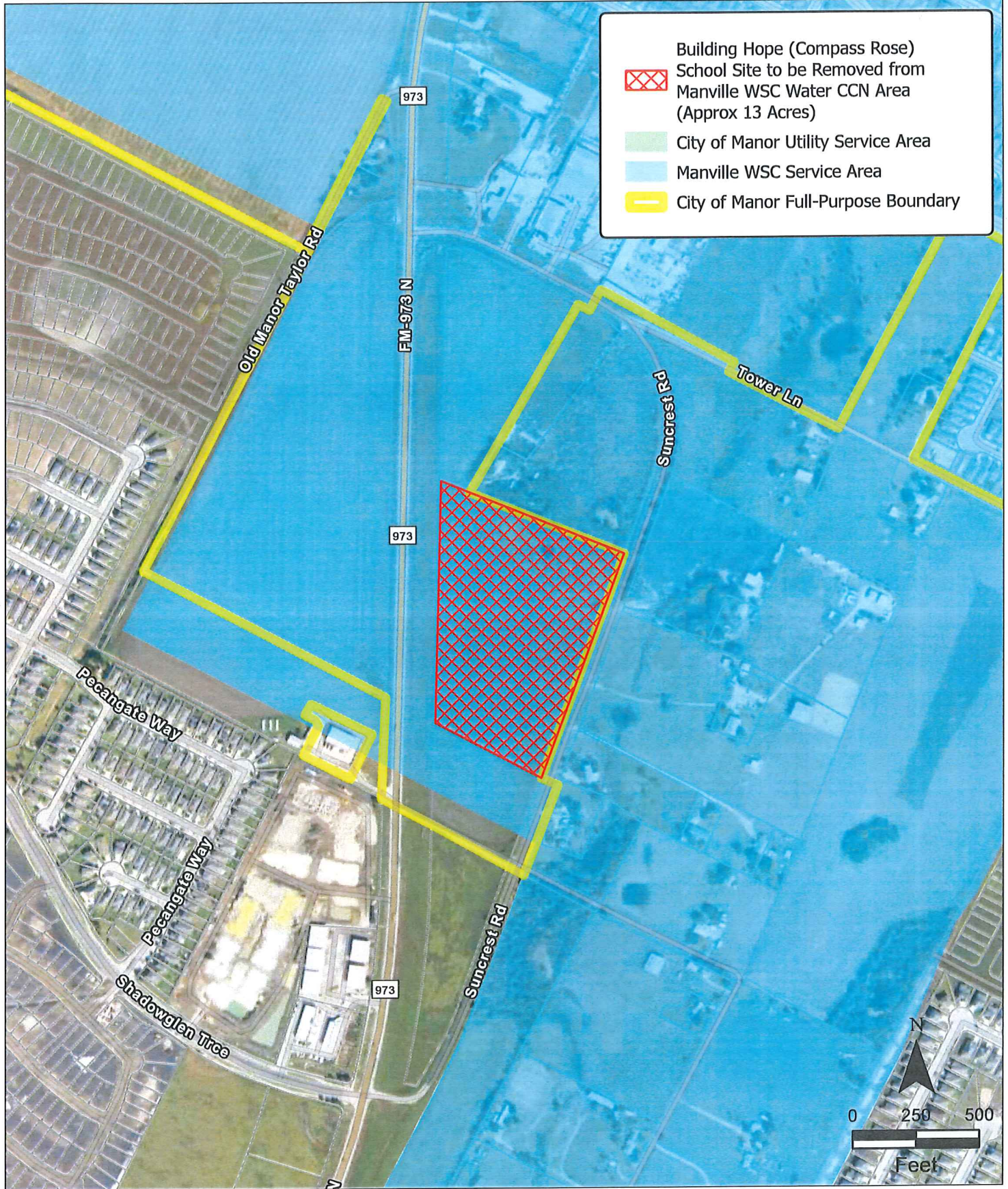
EXHIBIT A

Transfer Tract Maps

Figure A - Overview Map

Figure B - Location Map

Figure C - Detailed Map

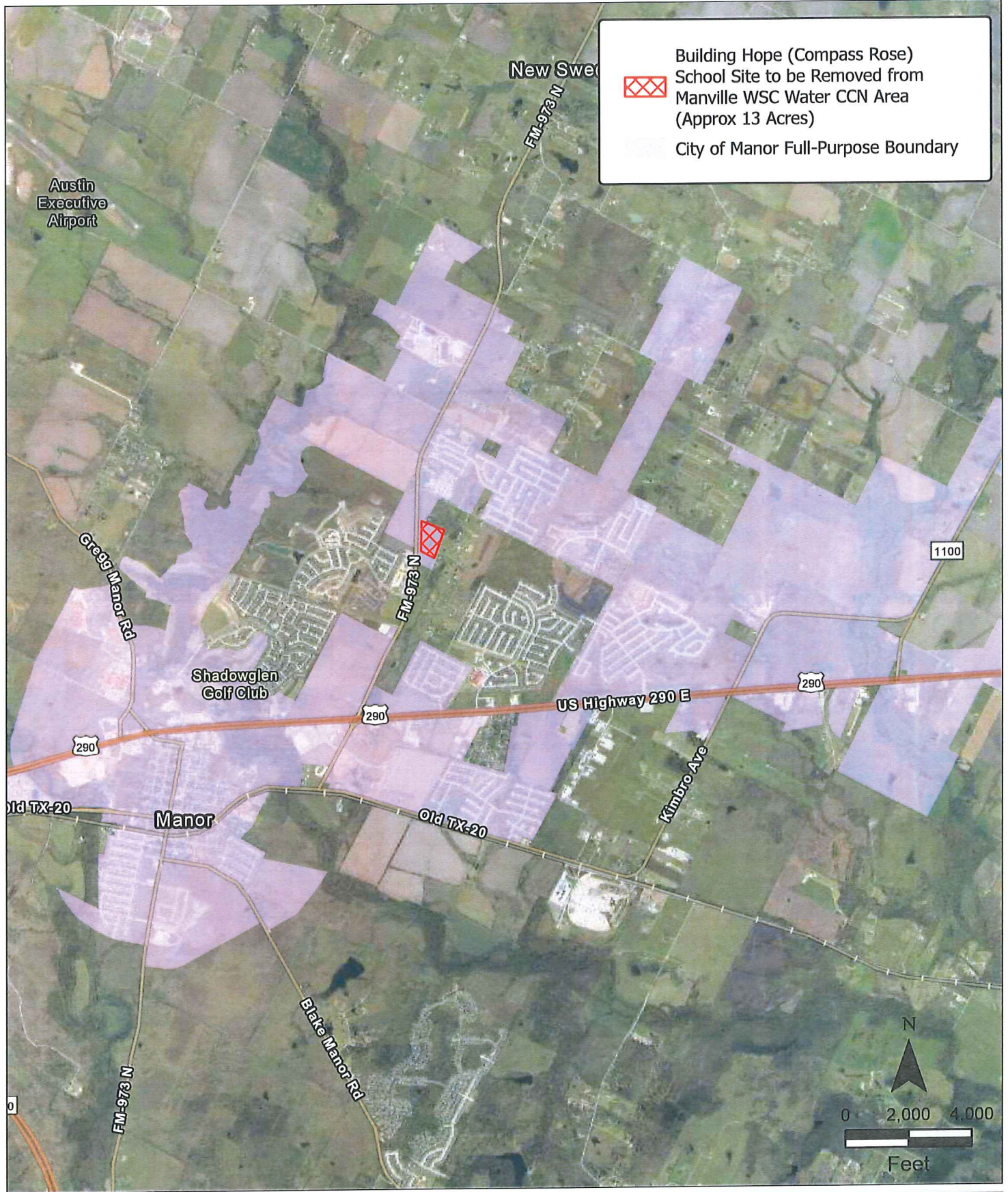


PROJECT NUMBER
14667.11

DATE
4/27/2022

OVERVIEW MAP
 Public Utility Commission of Texas
 Site on N FM 973 between Tower Ln. and Suncrest Rd.
 Manor, Travis County, Texas

FIGURE
A



PROJECT NUMBER
14667.11

DATE
4/27/2022

LOCATION MAP
Public Utility Commission of Texas
Site on N FM 973 between Tower Ln. and Suncrest Rd.
Manor, Travis County, Texas

FIGURE
B



EXHIBIT B

Letter of No Opposition
Manville Water Supply Corporation
Tony Graf, General Manager

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248
Coupland, TX 78615

(512) 856-2488
Fax (512) 856-2029

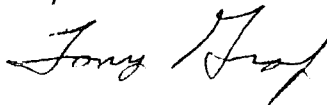
January 12, 2017

Mr. Tom Bolt
City Manager
City of Manor
P.O. Box 387
Manor, TX 78653

Re: Certificate of Convenience and Necessity (CCN) 11144 for 13.189 acres as described in the attached Exhibits A - plat and field notes.

Manville Water Supply Corporation holds water Certificate of Convenience and Necessity (CCN) for the above referenced tract described in the attached Exhibit A (plat and field notes). The property is also located within the city limits of the City of Manor and Manville Water has no opposition to the City of Manor providing water service for this referenced tract.

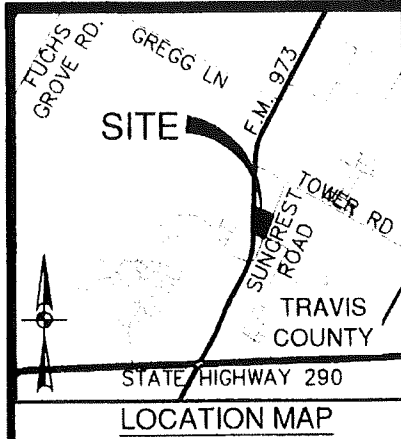
Tony Graf



General Manager
Manville WSC

cc: by email - Frank Phelan, Stacey Weichert

EXHIBIT A



LEGEND:

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD
- FOUND IRON ROD (CAP AS NOTED)
- CALCULATED POINT

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. ADJOINERS ARE FOR INFORMATIONAL PURPOSES ONLY.

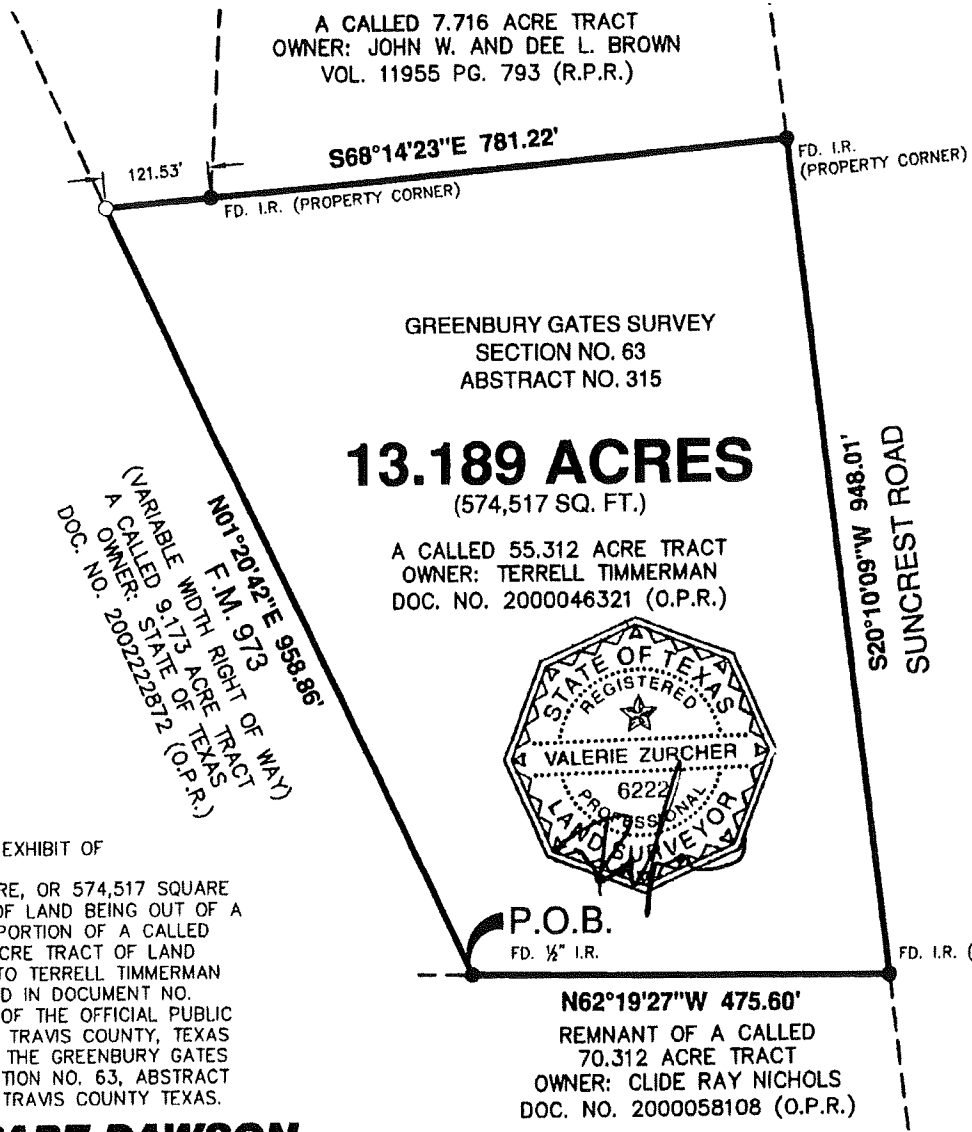
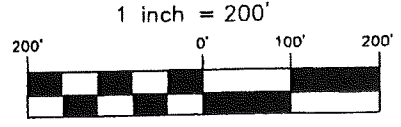
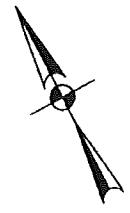


EXHIBIT OF

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 55.312 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN RECORDED IN DOCUMENT NO. 2000046321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLB FIRM REGISTRATION #10028801

Date: Nov 04, 2016, 10:44am User: VZurcher
File: H:\Survey\SURVEY16\16-59033\ExhibitA\EX59033-16_13.189Ac.dwg

NOVEMBER 4, 2016

JOB No.:

SHEET 1 OF 1

59033-16



FIELD NOTES

FOR

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 55.312 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN RECORDED IN DOCUMENT NO. 2000046321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 13.189 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found on a point in the east right-of-way line of F.M. 973, said point being the southwest corner of said Remnant Portion, same being the southeast corner of a called 9.173 acre tract conveyed to the State of Texas as F.M. 973, a variable width right-of-way recorded in Document No. 2002222872 of the Official Public Records of Travis County, Texas, also being a point in the north line of a Remnant Portion of a called 70.312 acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000058108 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 01°20'42" E, with the west line of said Remnant Portion of a 55.312 acre tract, same being the east right-of-way line of said F.M. 973, a distance of **958.86 feet** to a calculated point for the northwest corner hereof;

THENCE S 68°14'23" E, departing the east right-of-way line of said F.M. 973, through the interior of said Remnant Portion of a 55.312 acre tract, at a distance of 121.53 feet passing an iron rod with cap marked "Property Corner" found at the southwest corner of a called 7.716 acre tract conveyed to John W. and Dee L. Brown in Volume 11955, Page 793 of the Real Property Records of Travis County, Texas, same being the northeast ell corner of said 55.312 acre tract, continuing with a north line of said 55.312 acre tract, same being the south line of said 7.716 acre tract, a total distance of **781.22 feet** to an iron rod with cap marked "Property Corner" found at the southeast corner of said 7.716 acre tract, same being an east corner of said 55.312 acre tract, also being a point in the west margin of Suncrest Road for the northeast corner hereof;

THENCE S 20°10'09" W, with the east line of said 55.312 acre tract, same being the west margin of said Suncrest Road, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found at the southeast corner of said 55.312 acre tract, same being the northeast corner of said Remnant Portion of a 70.312 acre tract for the southeast corner hereof;

TBPE Firm Registration #470 - TBPLS Firm Registration #10028601

Austin | San Antonio | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

7800 Shoal Creek Blvd., Suite 220 West, Austin, TX 78757 T: 512.454.8711 www.Pape-Dawson.com

13.189 Acres
Job No. 59033-16
Page 2 of 2

THENCE N 62°19'27" W, departing the west margin of said Suncrest Road, with the south line of said 55.312 acre tract, same being the north line of said Remnant Portion of said 70.312 acre tract, a distance of **475.60 feet** to the **POINT OF BEGINNING** and containing 13.189 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job Number 59033-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 4, 2016
JOB No.: 59033-16
DOC.ID.: H:\survey\SURVEY16\16-59033\Exhibits\Word\59033-16_13.189Ac_ZoningParcel2.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

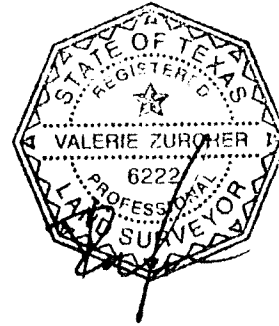


EXHIBIT C

Easement

FM 973 Building Hope, LLC, Grantor
Manville Water Supply Corporation, Grantee

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Aug 18, 2021 12:20 PM Fee: \$42.00

2021184500

Electronically Recorded

MANVILLE W.S.C. EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FM 973 BUILDING HOPE, LLC (A Texas limited liability company) ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **Manville Water Supply Corporation**, a Texas Non-Profit Corporation ("Grantee"), a perpetual and exclusive easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract")

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract (ii) all matters visible or apparent within the Easement Tract, and (iii) the matters set forth herein.

The Easement shall be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances (collectively, the "Facilities"), or making connections thereto.

The Easement shall also be used for the purpose of providing surface access for the operation, repair, maintenance, replacement and expansion of the Facilities.

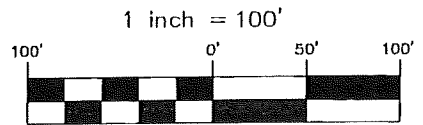
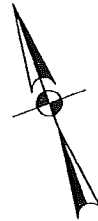
Grantor shall have the right to use the surface of the Easement Tract for those purposes which do not conflict with Grantee's subsurface use but shall keep the easement tract free and clear of buildings, landscaping, trees, fences or walls, commercial signage, and entry-way monument signs. In the event Grantor installs a driveway over and across the easement herein granted, all Manville lines beneath the said driveway shall be sleeved at Grantor's expense. Grantor shall not construct any obstruction on the easement property, and any improvement made by Grantor must comply with all applicable municipal or other governmental ordinances, codes, and engineering guidelines. Grantor shall obtain Grantee's permission and approval prior to the start of construction of improvements.

In the event that the surface condition of the Easement Tract is disturbed as a result of any maintenance, repair, or construction activities by Grantee or its agents, employees or contractors, within the easement, Grantee shall be responsible to restore the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. Grantee shall be solely responsible for performing all maintenance and repair of the Facilities and agrees to maintain all the Facilities in a good condition and repair at all times. Grantee has full responsibility for the improvement and maintenance of the easement property. Grantee is authorized to remove and relocate vegetation fences or other improvements on the easement property or along its boundary lines when necessary, in the judgment of Grantee, to construct, maintain, repair, remove or replace the Facilities. Grantee shall not be required to repair or replace to their original condition any landscaping, vegetation, driveways, parking areas or other unauthorized improvements on the Easement Property that are or may be damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal or operation of the permitted Facilities within the easement.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the

EXHIBIT OF


A 0.435 ACRE OR 18,939 SQUARE FOOT TRACT OF LAND SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS BEING OUT OF A CALLED 13.189 ACRE TRACT CONVEYED TO FM 973 BUILDING HOPE, LLC RECORDED IN DOCUMENT NO. 202111591 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- DOC. NO. DOCUMENT NUMBER
- FD FOUND
- IR IRON ROD
-  FOUND 1/2" IRON ROD WITH CAP AS NOTED

A CALLED 7.716 ACRE TRACT
OWNER: DELORES LEE HARRIS BROWN,
a/k/a/ DEE L. BROWN, INDIVIDUALLY
DOC. NO. 2020177326 (O.P.R.)

L2 P.O.B.
FD. I.R.(PROPERTY)

0.435 ACRES
(18,939 SQUARE FEET)

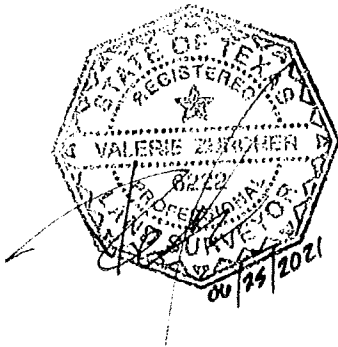
GREENBURY GATES SURVEY
SECTION NO. 63
ABSTRACT NO. 315

A CALLED 13.189 ACRE TRACT
OWNER: FM 973 BUILDING
HOPE, LLC
DOC. NO. 202111591 (O.P.R.)

LINE TABLE		
LINE #	BEARING	LENGTH
L2	S68°14'23"E	20.01'

N20°10'09"E ~ 945.93'

SUNCREST ROAD S20°10'09"W ~ 948.01'
(PUBLIC RIGHT OF WAY
WIDTH UNKNOWN)



MATCHLINE - SEE SHEET 2 OF 2



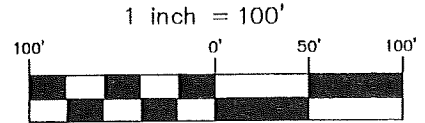
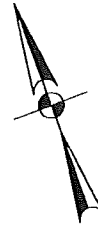
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 II MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

JUNE 11, 2021
REVISED: JUNE 25, 2021

SHEET 1 OF 2
JOB No.: 51175-05

EXHIBIT OF


A 0.435 ACRE OR 18,939 SQUARE FOOT TRACT OF LAND SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS BEING OUT OF A CALLED 13.189 ACRE TRACT CONVEYED TO FM 973 BUILDING HOPE, LLC RECORDED IN DOCUMENT NO. 2021111591 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- DOC. NO. DOCUMENT NUMBER
- FD FOUND
- IR IRON ROD
-  FOUND 1/2" IRON ROD WITH CAP AS NOTED

MATCHLINE - SEE SHEET 1 OF 2

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N62°19'27"W	20.17'

GREENBURY GATES SURVEY
SECTION NO. 63
ABSTRACT NO. 315
A CALLED 13.189 ACRE TRACT
OWNER: FM 973 BUILDING
HOPE, LLC
DOC. NO. 2021111591 (O.P.R.)

0.435 ACRES
(18,939 SQUARE FEET)

N20°10'09"E ~ 945.93'

S20°10'09"W ~ 948.01'

SUNCREST ROAD
(PUBLIC RIGHT OF WAY
WIDTH UNKNOWN)

L1 FD. I.R.(1753)

A REMNANT PORTION OF A
CALLED 15.000 ACRE TRACT
OWNER: CLIDE RAY NICHOLS
DOC. NO. 2000046322 (O.P.R.)



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 H MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028001

JUNE 11, 2021
REVISED: JUNE 25, 2021

SHEET 2 OF 2
JOB No.: 51175-05



Manville W.S.C. Easement - Exhibit "A"

FIELD NOTES
FOR

A 0.435 ACRE, OR 18,939 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 13.189 ACRE TRACT OF LAND CONVEYED TO FM 973 BUILDING HOPE, LLC, IN DOCUMENT NO. 2021111591 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 0.435 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

BEGINNING at an iron rod with cap marked "Property Corner" found on a point in the west right-of-way line of Suncrest Road, a variable width right-of-way, said point being the northeast corner of said 13.189-acre tract, same being a southeast corner of a called 7.716-acre tract conveyed to Delores Lee Harris Brown, a/k/a/ Dee L. Brown, Individually, recorded in Document No. 2020177326 of the Official Public Records of Travis County, Texas for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE with the west right-of-way line of said Suncrest Road, same being the east boundary line of said 13.189-acre tract, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found on a point in the west right-of-way line of said Suncrest Road, said point being the southeast corner of said 13.189-acre tract, same being the northeast corner of a Remnant Portion of a called 15.00-acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000046322 of the Official Public Records of Travis County, Texas, for the southeast corner hereof;

THENCE N 62°19'27" W, departing the west right-of-way line of said Suncrest Road, with the south boundary line of said 13.189-acre tract, same being the north boundary line of a Remnant Portion of said 15.00-acre tract, a distance of **20.17 feet** to a calculated point for the southwest corner hereof;

THENCE N 20°10'09" E, departing the north boundary line of a Remnant Portion of said 15.00-acre tract, through the interior of said 13.189-acre tract, a distance of **945.93 feet** to a calculated point in the north boundary line of said 13.189-acre tract, same being the south boundary line of said 7.713-acre tract for the northwest corner hereof;

THENCE S 68°14'23" E, with the north line of said 13.189-acre tract, same being the south line of said 7.716-acre tract, a distance of **20.01 feet** to the **POINT OF BEGINNING** and containing 0.435 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job Number 51175-05.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 11, 2021
REVISED: June 25, 2021
JOB No.: 51175-05
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