

**WATERLINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

**THE STATE OF TEXAS**

**§**

**COUNTY OF TRAVIS**

**§**

**§**

That, **Greenview Development 973, L.P., a Texas limited partnership ("Grantor")**, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 2,136 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit "A," Page 1 of 4, hereby incorporated by reference and made a part hereof for all purposes, with said 2,136 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a temporary construction easement over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 2,507 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A," Page 2 of 4, (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed eight (8) months, commencing upon May 15, 2024 and automatically terminating upon the earlier of **Grantee's** completion of the **Project** or January 15, 2025, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**. The **Permanent Easement** and the **Temporary Construction Easement** are referred to herein collectively as the "**Easements**."

The right to use the **Easements** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of the **Project**.

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

**Grantor** may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this agreement. Specifically, **Grantor** retains the right to (i) place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, and (ii) construct or locate in a near perpendicular fashion, utilities across, but not along or solely along, within or under the **Easements** maintaining standard utility distance separation as per the City of Austin Utility Criteria Manual, so long as such uses do not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantee** will not in any circumstance be obligated to relocate **Grantee's Project** facilities to accommodate any of **Grantor's** actual or proposed permitted uses of within the **Easements**. **Grantor** may not use the **Permanent Easement** or **Temporary Construction Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the **Easements** if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the **Easements** for the **Project**.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **Easements**.

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

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

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

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

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

TO HAVE AND TO HOLD the above-described **Easements**, 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 bind **Grantor**, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the **Easements** unto **Grantee** and **Grantee's** successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under **Grantor**, but not otherwise, together with the privilege at any and all times to enter said **Easements**, or any part thereof, for the purpose of the **Project**; subject, however, to all valid and subsisting easements, reservations, covenants, restrictions and other documents or matters related to the **Easements**, to the extent, and only to the extent, that the same are valid and enforceable against the **Easements** as of the date hereof, and either shown by instruments filed in the official Public Records of Travis County, Texas, or visible or apparent on the ground that a true, correct and current survey would reveal.

**GRANTOR:**

**GREENVIEW DEVELOPMENT 973, L.P.,**  
a Texas limited partnership

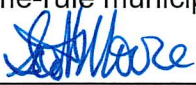
By: GREENVIEW DEVELOPMENT  
CORPORATION, a Texas corporation, its  
General Partner

By: Barth Timmermann  
Barth Timmerman, President

Date: 12/28/23

**GRANTEE:**

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

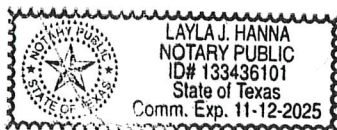
By:   
Scott Moore, City Manager

Date: December 28, 2023

**\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\***

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

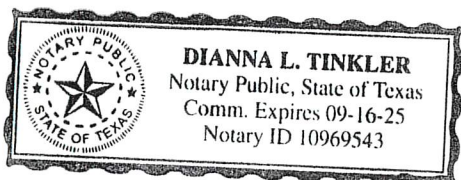
This instrument was acknowledged before me on the 28<sup>th</sup> day of December, 2023, by Barth Timmerman, President of Greenview Development Corporation, a Texas corporation, General Partner of Greenview Development 973, L.P., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 28 day of December, 2023, by Scott Moore, City Manager of the City of Manor, Texas, a Texas home-rule municipality, on behalf of said City.



  
Notary Public, State of Texas



EXHIBIT A

**FIELD NOTES FOR A 2,136 SQUARE FOOT WATERLINE EASEMENT:**

A **2,136 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being a portion of the remaining portion of a 3.62 Acre tract of land conveyed to Greenview Development 973, L.P., in Document No. 2006207224 of the Office/ Public Records of Travis County, Texas. Said 2,136 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

**BEGINNING** at a calculated point in the common line of said remainder and Lot 9, LDG Commons At Manor Village, a plot of record in Document No. 201800236 of the Office/ Public Records of Travis County, Texas, from which a 1/2" iron rod with a pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line, bears N 02° 35' 38" W, a distance of 6.74 feet;

**THENCE** S 02° 35' 38" E, with said common line, a distance of **15.00 feet**, to a point for corner;

**THENCE** crossing into said remainder, the following three (3) courses:

1. **S 87° 12' 20" W**, a distance of **116.16 feet**, to a calculated point for corner,
2. **N 47° 24' 58" W**, a distance of **25.20 feet**, to a calculated point for corner, and
3. **N 90° 00' 00" W**, a distance of **13.24 feet**, to a calculated point in the common line between said remainder and the remainder of a 3.017 Acre tract conveyed to Greenview Development 973, L.P. in Document No. 2009176562 of the Office/ Public Records Of Travis County, Texas, from which, a 1/2" iron rod with yellow cap (illegible stamping) found marking the southwest corner of said 3.017 acre tract bears S 58° 12' 40" W, a distance of 951.89 feet;

**THENCE** N 58° 12' 40" E, with said common line, a distance of **24.88 feet** to a calculated point on said common line, from which the calculated common north corner of said 3.62 acre remainder tract and said 3.017 acre remainder tract, some being on the south right-of-way line of U.S. Highway 290, a variable width Right of Way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas bears N 58° 12' 40" E, a distance of 12.17 feet, and from said calculated common north corner, a Texas Department of Transportation Type I concrete right-of-way marker found bears N 02° 47' 14" W, a distance of 1.00 feet, for reference;

**THENCE** crossing into said 3.62 acre remainder tract, the following two (2) courses:

1. **S 47° 24' 58" E**, a distance of **21.98 feet**, to a calculated point for corner, and
2. **N 87° 12' 20" E**, a distance of **109.95 feet**, to the **POINT OF BEGINNING** and containing **2,136 square feet** of land, more or less.

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




**FIELD NOTES FOR A 2,507 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:**

A **2,507 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being a part of the remaining portion of a colored 3.62 Acre tract of land conveyed to Greenview Development 973, L.P., in Document No. 2006207224 of the Office/ Public Records of Travis County, Texas. Said 2,507 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

**BEGINNING** at a calculated point in the common line of said remainder and Lot 9, LDG Commons At Manor Village, a plot of record in Document No. 201800236 of the Office/ Public Records of Travis County, Texas, from which a 1/2" iron rod with a pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line, bears N 02° 35' 38" W, a distance of 21.74 feet;

**THENCE** S 02° 35' 38" E, with said common line, a distance of **15.00 feet**, to a point for corner;

**THENCE** crossing into said remainder, the following three (3) courses:

1. **S 87° 12' 20" W**, a distance of **122.38 feet**, to a calculated point for corner,
2. **N 47° 24' 58" W**, a distance of **25.63 feet**, to a calculated point for corner, and
3. **N 90° 00' 00" W**, a distance of **31.60 feet**, to a calculated point in the common line between said remainder and the remainder of a colored 3.017 Acre tract conveyed to Greenview Development 973, L.P. in Document No. 2009176562 of the Office/ Public Records Of Travis County, Texas, from which, a 1/2" iron rod with yellow cap (illegible stamping) found marking the southwest corner of said 3.017 acre tract bears S 58° 12' 40" W, a distance of 923.42 feet;

**THENCE** N 58° 12' 40" E, with said common line, a distance of **28.47 feet** to a calculated point on said common line, from which the calculated common north corner of said 3.62 acre remainder tract and said 3.017 acre remainder tract, some being on the south right-of-way line of U.S. Highway 290, a variable width Right of Way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas bears N 58° 12' 40" E, a distance of 37.05 feet, and from said calculated common north corner, a Texas Department of Transportation Type I concrete right-of-way marker found bears N 02° 47' 14" W, a distance of 1.00 feet, for reference;

**THENCE** crossing into said 3.62 acre remainder tract, the following three (3) courses:

1. **S 90° 00' 00" E**, a distance of **13.24 feet**, to a calculated point,
2. **S 47° 24' 58" E**, a distance of **25.20 feet**, to a calculated point for corner, and
3. **N 87° 12' 20" E**, a distance of **116.16 feet**, to the **POINT OF BEGINNING** and containing **2,507 square feet** of land, more or less.

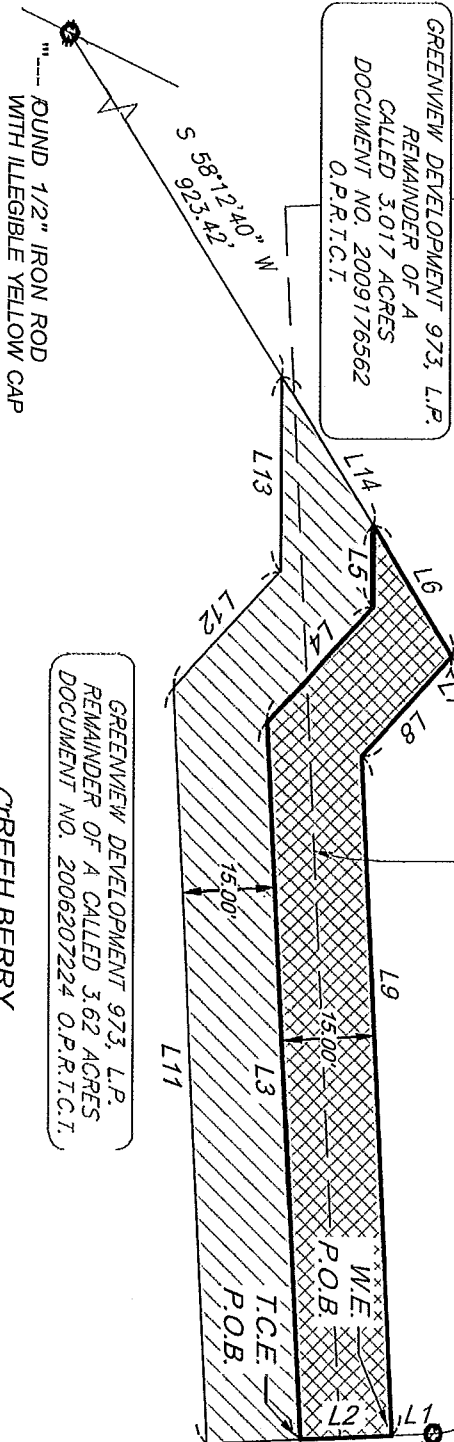
Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



**U.S. HIGHWAY NO. 290  
(VARIABLE WIDTH RIGHT-OF-WAY)  
VOL. 622, PG. 450, D.R.T.C.T.**

FOUND 1/2" IRON ROD WITH PINK CAP STAMPED "BRYAN TECH SERVICES"

FOUND TYPED "R.O.W. MARKER" SEE DETAIL PUBLIC UTILITY EASEMENT DOCUMENT NO. 2018182970, O.P.R.T.C.T.



GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A  
CALLED 3.017 ACRES  
DOCUMENT NO. 2009176562  
O.P.R.T.C.T.

GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A CALLED 3.62 ACRES  
DOCUMENT NO. 2006207224 O.P.R.T.C.T.

GREEN BERRY  
CATES SORLEY  
SECT/OH HO. 63  
ABSTRACT HO. 315  
TRACT/S COOHITY

SHFC MANOR  
LAND, LLC  
DOCUMENT  
NO. 2018184774  
O.P.R.T.C.T.

LOT 9  
LDC COMMONS AT  
MANOR VILLAGE  
DOCUMENT  
NO. 201800236  
O.P.R.T.C.T.

**NOTES:**

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

Denotes W.E.  
2, 136 Square Feet

Denotes T.C.E.  
1,777 2,507 Square Feet

**1,356 Square Feet of Proposed Waterline Easement  
Lies Within Existing Public Utility Easement.**

Scale 1"=30'

**GBA**  
architects  
engineers  
2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com

PROJECT NUMBER  
**15110.01**  
DATE  
12/18/2023

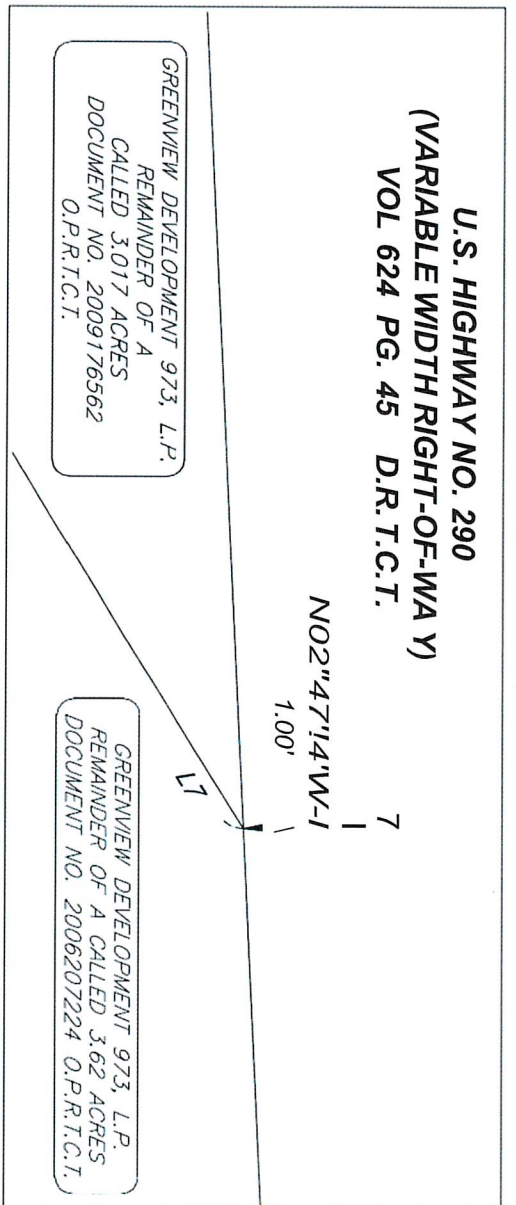
Exhibit "A"  
**WATERLINE EASEMENT  
MANOR, TRAVIS CO., TX**

SHEET NUMBER  
**3 of 4**



DETAIL 'A',  
(NOT TO SCALE)

**U.S. HIGHWAY NO. 290  
(VARIABLE WIDTH RIGHT-OF-WAY)  
VOL 624 PG. 45 D.R.T.C.T.**



GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A  
CALLED 3.017 ACRES  
DOCUMENT NO. 2009176562  
O.P.R.T.C.T.

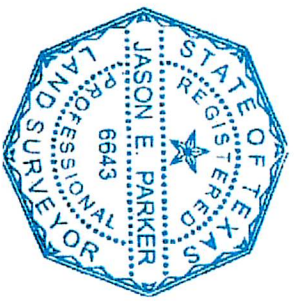
GREENVIEW DEVELOPMENT 973, L.P.  
REMAINDER OF A CALLED 3.62 ACRES  
DOCUMENT NO. 2006207224 O.P.R.T.C.T.

**LEGEND**

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

This is to certify that this real property exhibit was prepared by me ~~on~~ under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

JASON E. PARKER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6643  
STATE OF TEXAS  
12/18/2023



Line Table		
Line#	Bearing	Distance
L1	N2°35'38"W	674
L2	S2° 35' 38"E	15.00
L3	S87°12'20"W	11616
L4	N47° 24' 58"W	25.20
L5	N90° 00' 00"W	13.24
L6	N58° 12' 40"E	24.88
L7	N58° 12' 40"E	1217
LB	S47° 24' 58"E	21.98
L9	N87° 12' 20"E	109.95
L10	S2° 35' 38"E	15.00
L11	S87° 12' 20"W	12238
L12	N47° 24' 58"W	25.63
L13	S90° 00' 00"W	31.60
L14	N58° 12' 40"E	28.47

**GBA architects engineers**  
2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
George Butler Associates, Inc. 2023 TBPPLS FIRM #10194808

PROJECT NUMBER  
15110.01  
DATE  
12/18/2023

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

SHEET NUMBER  
**4 of 4**



**Parcel No. 1**  
**Project: Manor FM 973 & US 290 Water Line Project**  
**TCAD Tax ID: 526074**

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653