

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

DRAINAGE, WATER AND WASTEWATER EASEMENT

Date: November 15, 2023

Grantor: 13100 FM 973, INC., a Texas corporation

Grantor's Address:

2705 Bee Caves Road, Suite 210
Austin, Texas 78746

Grantee: THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

Grantee's Address (including county):

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653
Travis County

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

EASEMENT PROPERTY: The Easement Property is described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes. A map showing the location of the Easement Property is also included in **Exhibit "A"**.

Easement Purpose: The easement expressly granted herein is for the purposes of (a) laying, erecting, constructing, operating, repairing, replacing, upgrading, enlarging, relocating and maintaining underground facilities for water and wastewater and any and all related appurtenances including, without limitation, all necessary mains, lines and pipes, valves, fittings, equipment, devices, manholes, meters and any other appurtenances (collectively, the “**Water and Wastewater Facilities**”), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property; and (b) operation, use, inspection of any drainage facilities, including without limitation underground drainage pipes, and other related fixtures, appurtenances, equipment, and fittings incidental thereto (collectively, the “**Drainage Facilities**”), and drainage and detention of natural storm water in, over, under, through and across the Easement Property.

Grant of Easement: Grantor for the Consideration paid to Grantor, does hereby GRANTS, SELLS AND CONVEYS and by these presents does GRANT, SELL AND CONVEY unto Grantee and Grantee’s successors and assigns a non-exclusive, perpetual easement in, over, under, through 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**”).

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee’s use of the Easement Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage and landscaping on, in, under, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee’s use of the Easement Property as provided herein. Grantor shall be responsible for the cost of replacing any improvements in the event the Grantee removes or alters any improvements to exercise Grantee’s rights hereunder. Grantor may not construct any buildings or structures on the Easement Property.
2. Grantee will maintain the Water and Wastewater Facilities in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Grantor. Grantee shall restore the surface of the land described above as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the land described above that were removed as a result of such work. Grantor will maintain the Drainage Facilities in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Grantee.
3. 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.

4. The Easement and the rights of Grantee hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

5. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns.

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 heirs, executors, administrators, legal representatives, successors and assigns.

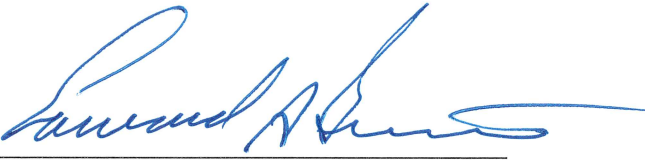
TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER 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, subject to the exceptions set forth above.

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

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

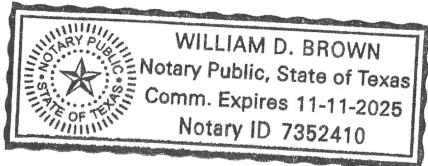
13100 FM 973, Inc., a Texas corporation

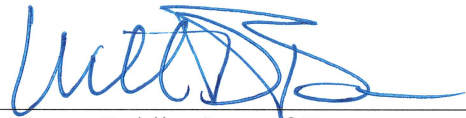
By: 
Edward S. Butler, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2023, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)




Notary Public, State of Texas

ACCEPTED BY GRANTEE:

City of Manor, Texas

By: _____
Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2023, personally appeared Dr. Christopher Harvey, Mayor of the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"
Easement Property

[Attached]



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

BEING 0.7180 OF ONE ACRE (31,276 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 68.497 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION GENERAL WARRANTY DEED TO 13100 FM 973, INC., RECORDED IN DOCUMENT NO. 2022099322 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "HOLT CARSON" found at the intersection of the existing Northerly right-of-way line of US Highway 290 E (R.O.W. Varies) and the existing Westerly right-of-way line of FM 973 (200' R.O.W.), for a Southeasterly corner of said 68.497 acre tract;

THENCE **South 87°11'04" West** with the Northerly right-of-way line of said US Highway 290 E and the common Southerly line of said 68.497 acre tract, a distance of **464.87** feet to a Calculated Point;

THENCE over and across said 68.497 acre tract, the following five (5) courses and distances:

1. Along a curve to the **Right** having a radius of **25.00** feet, an arc length of **39.27** feet, a delta angle of **90°00'00"**, and a chord which bears **North 47°48'56" West**, a distance of **35.36** feet to a Calculated Point;
2. **North 02°48'56" West** a distance of **30.00** feet to a Calculated Point;
3. **North 87°11'04" East**, a distance of **540.03** feet to a Calculated Point;
4. **North 59°10'21" East** a distance of **108.97** feet to a Calculated Point; and
5. **South 27°43'40" West** a distance of **47.92** feet to a Calculated Point in the existing Westerly right-of-way line of said FM 973 and the common Easterly line of said 68.497 acre tract, from which a 1/2-inch rebar with cap stamped "ASH 5687" found in the existing Westerly right-of-way line of said FM 973, for a Southeasterly corner of said 68.497 acre tract bears **North 59°10'21" East** a distance of **57.51** feet;



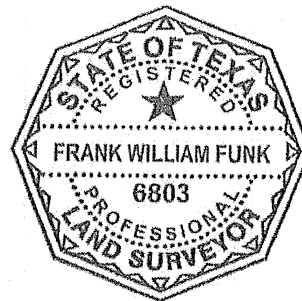
THENCE South 59°10'21" West with the existing Westerly right-of-way line of said FM 973 and the common Easterly line of said 68.497 acre tract, a distance of **138.19** feet to the **POINT OF BEGINNING** and containing 0.7180 of one acre (31,276 Sq. Ft.) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00007552.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 06/01/2023

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

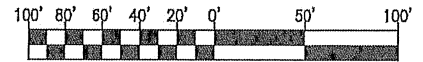


Job Number: 21-044

Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\LJA Butler Manor DE WE WWE.dwg

LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HOLT CARSON"
FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY



GRAPHIC SCALE

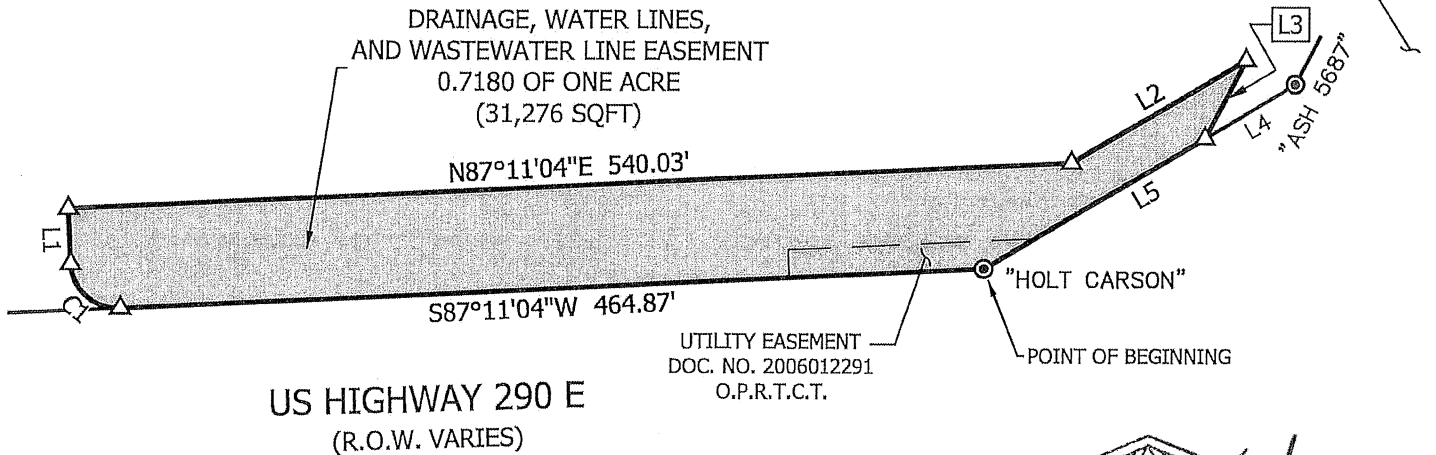
**GREENBURY GATES SURVEY
ABSTRACT NO. 315**

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N02°48'56"W	30.00'
L2	N59°10'21"E	108.97'
L3	S27°43'40"W	47.92'
L4	N59°10'21"E	57.51'
L5	S59°10'21"W	138.19'

13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	39.27'	90°00'00"	N47°48'56"W	35.36'

FM 973
(200' R.O.W.)

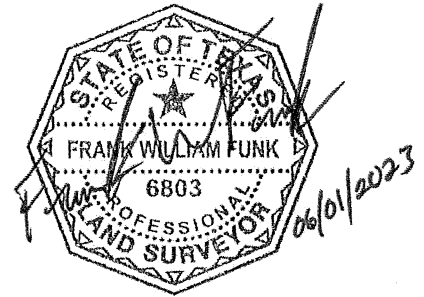


GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.



JOB NUMBER: 21-044		DATE: 05/30/2023	
PROJECT NAME: LJA BUTLER MANOR			
DRAWING NAME: LJA BUTLER MANOR DE WE WWE			
DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS\EASEMENTS			
METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS			
RPLS: FWF	TECH: JDE	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 03		FIELDBOOKS N/A	SCALE: 1"=100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901