

**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 EASEMENT  
(Detention Pond D)**

**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) operation, use, inspection of any drainage and detention facilities, including without limitation underground drainage pipes, swales, berms, ponds and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the Easement Property (collectively, the "Facilities"), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property; and (b) 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 drainage 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**"). TO HAVE AND TO HOLD the 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 below.

**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. The Association (hereinafter defined) shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvements to exercise Grantee's rights hereunder. No buildings or structures may be constructed on the Easement Property.
2. The Easement is subject to the terms and conditions of the Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements executed by Grantor, as Declarant, affecting the Subdivision, and recorded in the Official Public Records of Travis County, Texas ("**Declaration**"). Pursuant to the Declaration, the Association (defined in the Declaration) is responsible for repairs and maintenance to the Facilities constructed by Grantor over, across and under the Easement Property in accordance with the Declaration. The term "**Subdivision**" refers to Manor Crossing, a proposed subdivision in Manor, Travis County, Texas, graphically shown on the Manor Crossing Preliminary Plan prepared by LJA Engineering, Inc., under Job No. A512-1004 approved by the City of Manor on October 12, 2022, under the City's File No. 2022-P-1447-PP. Upon the recording of the Final Plat for Manor Crossing in the Official Public Records of Travis County, Texas, the description of the Subdivision will be automatically updated to be Manor Crossing, a subdivision in Travis County, Texas, according to the plat recorded under the applicable document number in the Official Public Records of Travis County, Texas.
3. This Easement is also for the benefit of all Lots in the Subdivision, excluding Lot 1A, Block A, Lot 1B, Block A, and Lot 1, Block B.
4. 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.
5. 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.

6. 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.

7. 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.

8. 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.

9. The Grantee and the Grantor, or their respective successors in title and assigns, may enforce this Easement in a legal or equitable action brought in a court of competent jurisdiction.

10. This Easement may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.

11. This Easement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.

12. This Easement shall be governed by the laws of the State of Texas.

13. If any term or provision of this Easement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not effect or render invalid or enforceable any other provision of this Easement, and there shall be substituted for such invalid or unenforceable term or provision a term or provision with a meaning as near thereto as is reasonably practicable which is not invalid or unenforceable and this Easement shall be valid and enforced to the fullest extent permitted by law.

14. Nothing herein, express or implied, shall confer upon any person, other than the Grantor and Grantee and their successors and permitted assigns, any rights or remedies under or by reason of this Easement. No easements, except those expressly set forth herein shall be implied by this Easement.

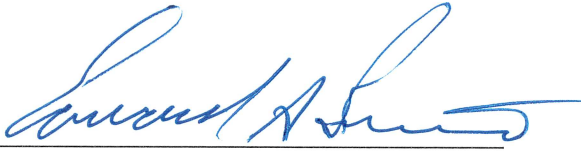
15. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

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

**GRANTOR:**

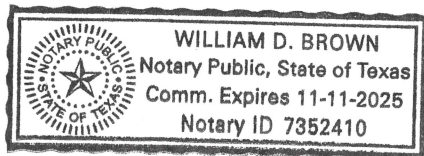
13100 FM 973, Inc., a Texas corporation

By:   
Edward S. Butler, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 15<sup>th</sup> 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 1.947 ACRES 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:

**COMMENCING** at a 1/2-inch rebar found in the existing Northerly right-of-way line of US Highway 290 E (R.O.W. Varies) being the Southerly common corner of said 68.497 acre tract and of an abandoned County Road, from which a Texas Department of Transportation (TxDOT) Type I concrete monument found in the existing Northerly right-of-way line of said US Highway 290 E for the Southerly common corner of said abandoned County Road and of Lot 2, SHADOWGLEN BOULEVARD COMMERCIAL, SECTION A, a subdivision of record in Document No. 200500111 of said O.P.R.T.C.T., bears North 37°44'19" West a distance of 21.71 feet;

THENCE North 28°07'02" East with the Westerly line of said 68.497 acre tract and the common Easterly line of said abandoned County Road, a distance of 344.18 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE **North 28°07'02" East** continuing with the Westerly line of said 68.497 acre tract and the common Easterly line of said abandoned County Road, a distance of **23.32** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "CHAPARRAL" found for a common corner of said 68.497 acre tract and of said abandoned County Road, bears North 28°07'02" East a distance of 798.57 feet;

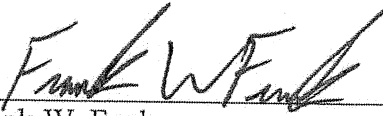
THENCE over and across said 68.497 acre tract, the following seven (7) courses and distances:

1. **North 87°11'04" East** a distance of **104.92** feet to a Calculated Point;
2. **North 28°07'02" East** a distance of **295.18** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "CHAPARRAL" found for a common corner of said 68.497 acre tract and of said abandoned County Road, bears North 16°47'38" East a distance of 458.38 feet;
3. **North 86°45'08" East** a distance of **181.34** feet to a Calculated Point;

4. South 02°48'56" East a distance of 304.80 feet to a Calculated Point;
5. South 87°11'04" West a distance of 363.16 feet to a Calculated Point;
6. North 28°07'02" East a distance of 35.24 feet to a Calculated Point; and
7. South 87°11'04" West a distance of 104.92 feet to the **POINT OF BEGINNING** and containing 1.947 acres 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 1.0000755219.

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.

  
06/09/2023  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 21-044

Attachments: K:\21044 - LJA Butler Manor\CAD\DWGs\Easements\LJA Butler Manor Drainage Esmt.dwg



LOT 1  
 SHADOWGLEN GOLF COURSE  
 FINAL PLAT  
 DOC. NO. 200300186  
 O.P.R.T.C.T.



GRAPHIC SCALE

LOT 2  
 SHADOWGLEN BOULEVARD  
 COMMERCIAL, SECTION A  
 FINAL PLAT  
 DOCUMENT NO. 200500111  
 O.P.R.T.C.T.

COUNTY ROAD  
 (ABANDONED)

N28°07'02"E 344.18'

POINT OF BEGINNING

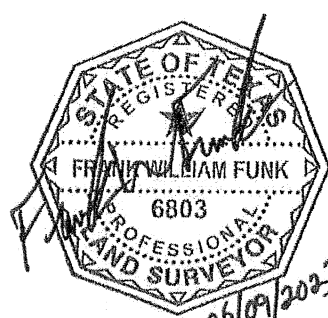
13100 FM 973, INC.  
 (68.497 ACRES)  
 DOC. NO. 2022099322  
 O.P.R.T.C.T.

GREENBURY GATES SURVEY  
 ABSTRACT NO. 315

US HIGHWAY 290 E  
 (R.O.W. VARIES)

POINT OF COMMENCING

DRAINAGE EASEMENT  
 1.947 ACRES



\*SEE SHEET 4 FOR LEGEND, LINE TABLE, AND NOTES

JOB NUMBER: 21-044		DATE: 06/09/2023	
PROJECT NAME: LJA BUTLER MANOR			
DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT			
DRAWING FILE PATH:			
K:\21044 - LJA BUTLER MANOR\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 04	FIELDBOOKS N/A	SCALE: 1" = 100'	

**LSI LANDESIGN SERVICES, INC.**

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

### LEGEND

- TX.D.O.T. TYPE I MONUMENT FOUND
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "CHAPARRAL" 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
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N37°44'19"W	21.71'
L2	N28°07'02"E	23.32'
L3	N87°11'04"E	104.92'
L4	N28°07'02"E	35.24'
L5	S87°11'04"W	104.92'

**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).

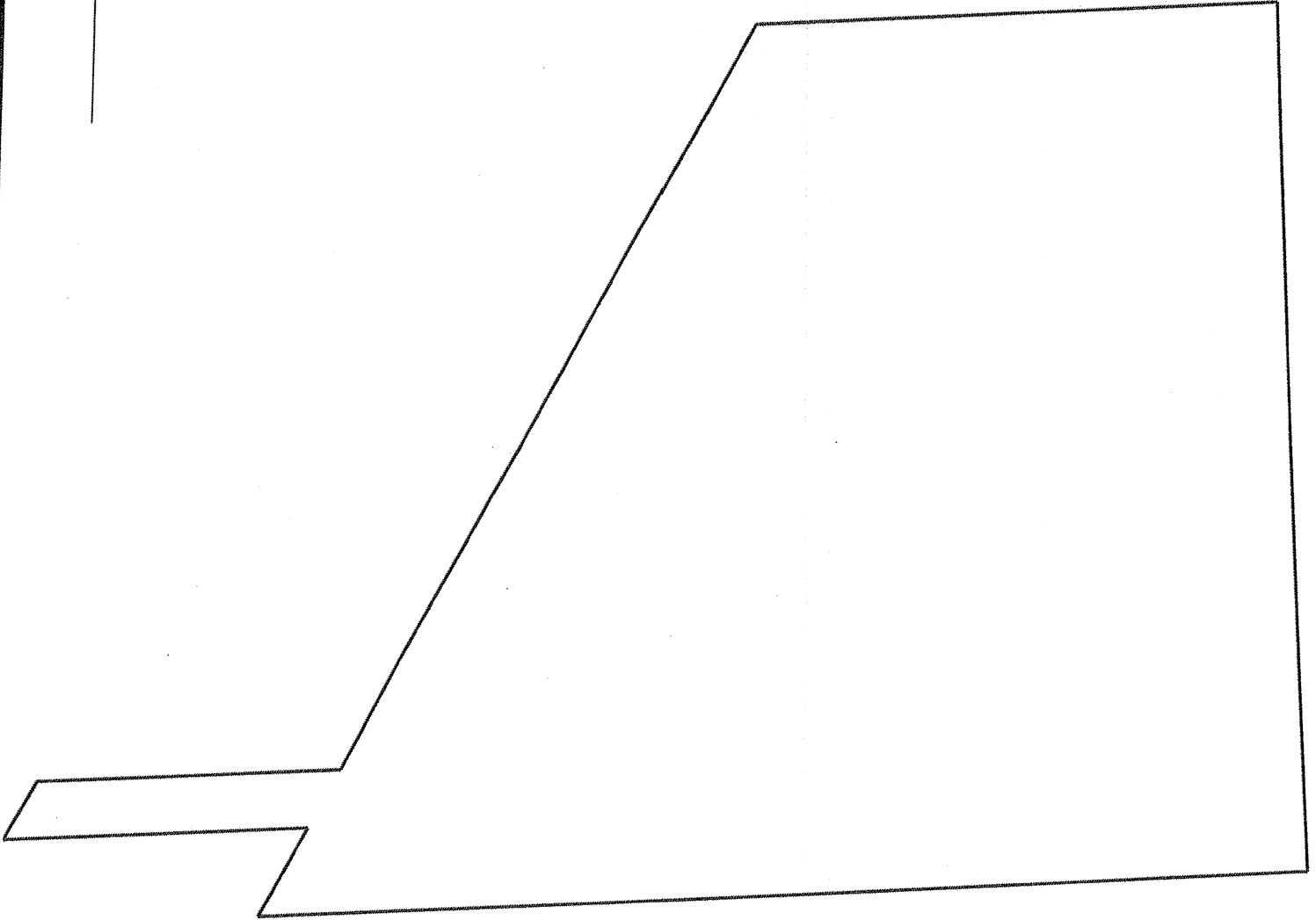
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00007552.

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

JOB NUMBER: 21-044		DATE: 06/09/2023	
PROJECT NAME: LJA BUTLER MANOR			
DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT			
DRAWING FILE PATH:			
K:\21044 - LJA BUTLER MANOR\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	FIELDBOOKS N/A	SCALE: 1" = 100'	

LSI LANDESIGN SERVICES, INC.

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



6/9/2023

Scale: 1 inch= 58 feet

File: LJA Butler Manor Drainage Esmt.ndp

Tract 1: 1.9478 Acres (84832 Sq. Feet), Closure: n63.3117w 0.03 ft. (1/47902), Perimeter=1413 ft.

- 01 n28.0702e 23.32
- 02 n87.1104e 104.92
- 03 n28.0716e 295.18
- 04 n86.4508e 181.34
- 05 s02.4856e 304.8
- 06 s87.1104w 363.16
- 07 n28.0702e 35.24

08 s87.1104w 104.92