

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 C-3)**

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.

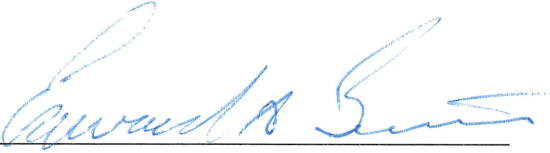
15. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

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

GRANTOR:

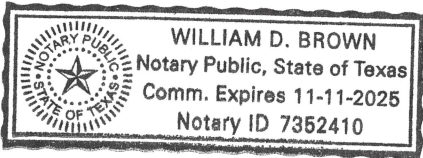
13100 FM 973, Inc., a Texas corporation


By: 
Edward S. Butler, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 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 1.031 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:

BEGINNING at a 1/2-inch rebar with cap stamped "HR GREEN" found in the Easterly line of a called 4.147 acre tract of land described in a Dedication Deed to Travis County Municipal Utility District No. 2, recorded in Document No. 2005232936 of said O.P.R.T.C.T., for the Westerly common corner of said 68.497 acre tract and of a called 11.842 acre tract of land described in a Special Warranty Deed to GCP XXXII, LTD., recorded in Document No. 2022135262 of said O.P.R.T.C.T., from which a 1/2-inch rebar found in the Westerly line of said 11.842 acre tract and the common Easterly line of said 4.147 acre tract, bears North 27°46'14" East a distance of 91.38 feet;

THENCE South 43°06'01" East over and across said 68.497 acre tract, a distance of 778.80 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;


THENCE over and across said 68.497 acre tract, the following six (6) courses and distances:

1. **North 27°42'50" East** a distance of **169.80** feet to a Calculated Point;
2. Along a curve to the **Right** having a radius of **23.00** feet, an arc length of **36.22** feet, a delta angle of **90°14'12"**, and a chord which bears **North 72°49'56" East**, a distance of **32.59** feet to a Calculated Point;
3. **South 62°02'58" East** a distance of **182.03** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "HR GREEN" found in the Northerly line of said 68.497 acre tract, for the Southerly common corner of said 11.842 acre tract and of a called 14.715 acre tract of land described in a Special Warranty Deed to GCP XXXI, LTD., recorded in Document No. 2022135261 of said O.P.R.T.C.T., bears North 62°00'59" East a distance of 72.43 feet;
4. Along a curve to the **Right** having a radius of **30.00** feet, an arc length of **47.00** feet, a delta angle of **89°45'48"**, and a chord which bears **South 17°10'04" East**, a distance of **42.34** feet to a Calculated Point;

5. **South 27°42'50" West** a distance of **162.05** feet to a Calculated Point; and
6. **North 62°17'10" West** a distance of **235.00** feet to the **POINT OF BEGINNING** and containing 1.031 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.

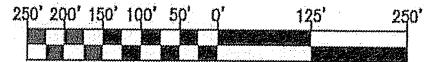
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 05/25/2023
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 Drainage Esmt 2.dwg



GRAPHIC SCALE

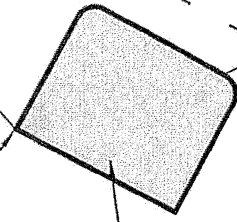
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2
(4.147 ACRES)
DOC. NO. 2005232936
O.P.R.T.C.T.

L1
POINT OF COMMENCING

GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

S43°06'01"E 778.80'

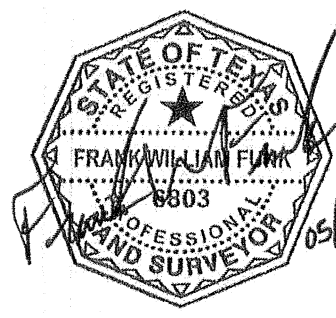
POINT OF BEGINNING



DRAINAGE EASEMENT
1.031 ACRE

GCP XXXI, LTD.
(14.715 ACRES)
DOC. NO. 2022135261
O.P.R.T.C.T.

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



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.

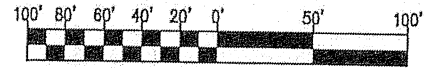
JOB NUMBER: 21-044		DATE: 05/24/23	
PROJECT NAME: LJA BUTLER MANOR			
DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 2			
DRAWING FILE PATH: K:\21044 - LJA BUTLER MANOR\CAD\DWGS			
METES AND BOUNDS FILE PATH: K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 04	FIELDBOOKS N/A	SCALE: 1" = 250'	

LSI LANDESIGN 
SERVICES, INC.

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

LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HR GREEN" 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

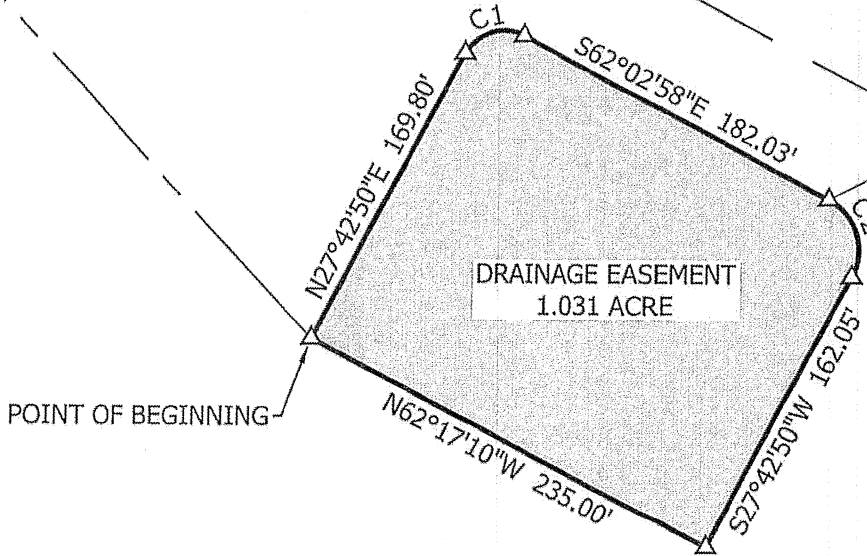


GRAPHIC SCALE

GCP XXXII, LTD.
(11.842 ACRES)
DOC. NO. 2022135262
O.P.R.T.C.T.

GCP XXXI, LTD.
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DOC. NO. 2022135261
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13100 FM 973, INC.
(68.497 ACRES)
DOC. NO. 2022099322
O.P.R.T.C.T.



**GREENBURY GATES SURVEY
ABSTRACT NO. 315**

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N27°46'14\"E	91.38'
L2	N62°00'59\"E	72.43'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	23.00'	36.22'	90°14'12\"	N72°49'56\"E	32.59'
C2	30.00'	47.00'	89°45'48\"	S17°10'04\"E	42.34'

JOB NUMBER: 21-044		DATE: 05/24/23	
PROJECT NAME: LJA BUTLER MANOR			
DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 2			
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'	



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