

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

Date: NOVEMBER 16, 2023

Grantor: GCP XXXI, LTD., a Texas limited partnership

Grantor's Address:

12750 Merit Drive, Suite 1175
Dallas, Texas 75251

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 operation, use, inspection of any underground 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 GRANT, SELL AND CONVEY 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**"). **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 bind 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. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, surface parking improvements, drainage, landscape irrigation, fences, signs, 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. Grantor will continuously maintain the Drainage Facilities in accordance with the requirements of the City of Manor (the Grantee) and in a good and functioning condition.
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.
6. 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.
7. 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.
8. 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.
9. 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.
10. This Easement shall be governed by the laws of the State of Texas.
11. 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.
12. 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.
13. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

GCP XXXI, LTD., a Texas limited partnership

By: GCP XXXI GP, LLC, a Texas limited liability company, General Partner

By:  

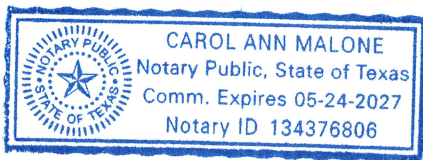
Name: Gary A. Williams

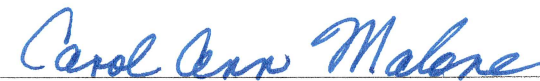
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16th day of November, 2023, by GARY WILLIAMS, Vice President, of GCP XXXI GP, LLC, a Texas limited liability company, General Partner of GCP XXXI, LTD., a Texas limited partnership, on behalf of said limited partnership.

(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]

LSI LANDESIGN SERVICES, INC. ★

10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.2316 OF ONE ACRE (10,088 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 14.715 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO GCP XXXI, LTD., RECORDED IN DOCUMENT NO. 2022135261 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 Westerly right-of-way line of FM 973 (200' R.O.W.), for the Easterly common corner of said 14.715 acre tract and of Lot 1, MANOR K-8 SCHOOL, a subdivision of record in Document No. 202200087 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "HR GREEN" found in the existing Westerly right-of-way line of said FM 973 for a common Easterly corner of said 14.715 acre tract and 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 said O.P.R.T.C.T., bears South 27°43'40" West a distance of 618.15 feet;

THENCE North 62°03'16" West with the Northerly line of said 14.715 acre tract and the common Southerly line of said Lot 1, a distance of 57.98 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 14.715 acre tract, the following two (2) courses and distances:

1. **South 17°17'14" East** a distance of **39.56** feet to a Calculated Point; and
2. **South 27°43'40" West** a distance of **615.37** feet to a Calculated Point in the Southerly line of said 14.715 acre tract and the common Northerly line of said 68.497 acre tract, from which a Calculated Point in the Southerly line of said 14.715 acre tract and the common Northerly line of said 68.497 acre tract, bears South 62°02'58" East a distance of 4.90 feet, from which said 1/2-inch rebar with cap stamped "HR GREEN" found in the existing Westerly right-of-way line of said FM 973 for a common Easterly corner of said 14.715 acre tract and of said 68.497 acre tract, bears along a curve to the Left having a radius of 25.00 feet, an arc length of 39.37 feet, a delta angle of 90°13'22", and a chord which bears North 72°50'21" East a distance of 35.42 feet;

THENCE North 62°02'58" West with the Southerly line of said 14.715 acre tract and the common Northerly line of said 68.497 acre tract, a distance of 15.40 feet to a Calculated Point;

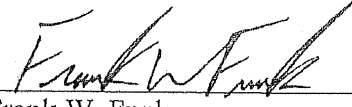
THENCE over and across said 14.715 acre tract, the following two (2) courses and distances:

1. North 27°43'40" East a distance of 609.50 feet to a Calculated Point; and
2. North 17°17'14" West a distance of 47.90 feet to a Calculated Point in the Northerly line of said 14.715 acre tract and the Southerly line of said Lot 1;

THENCE South 62°03'16" East with the Northerly line of said 14.715 acre tract and the Southerly line of said Lot 1, a distance of 21.30 feet to the **POINT OF BEGINNING** and containing 0.2316 of one acre (10,088 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 1.0000755219.

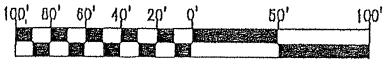
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

 06/15/2023
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 3.dwg



GRAPHIC SCALE

LOT 1
MANOR K-8 SCHOOL
DOC. NO. 202200087
O.P.R.T.C.T.

GREENBURY GATES SURVEY
ABSTRACT NO. 315

POINT OF BEGINNING

L6

L5

L4

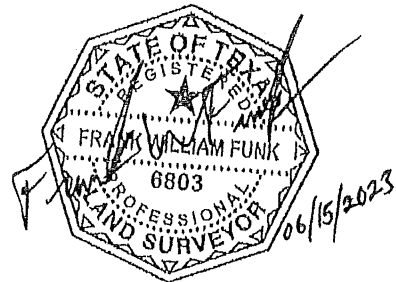
POINT OF COMMENCING

15' DRAINAGE EASEMENT
0.2316 OF ONE ACRE
(10,088 SQ. FT.)

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

N27°43'40"E 609.50'
S27°43'40"W 615.37'
S27°43'40"W 618.15'

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



LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "HR GREEN" FOUND (OR AS NOTED)
 - 1/2-INCH REBAR 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

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

L4

L3

C1

*SEE SHEET 4 FOR NOTES AND LINE AND CURVE TABLES

JOB NUMBER: 21-044		DATE: 06/14/23	
PROJECT NAME: LJA BUTLER MANOR			
DRAWING NAME: LJA BUTLER MANOR DRAINAGE ESMT 3			
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
TBPBLS FIRM NO. 10001800
512-238-7901

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N62°03'16"W	57.98'
L2	S17°17'14"E	39.56'
L3	S62°02'58"E	4.90'
L4	N62°02'58"W	15.40'
L5	N17°17'14"W	47.90'
L6	S62°03'16"E	21.30'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	39.37'	90°13'22"	N72°50'21"E	35.42'

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: 06/14/23
PROJECT NAME: LJA BUTLER MANOR	
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RPLS: FWF	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	SCALE: 1" = 100'

LSI LANDESIGN ★
SERVICES, INC.

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