

HUSCH BLACKWELL

Nikelle Meade
Partner

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November 5, 2024

City of Austin Planning Department
Attn. Sara Groff, Principal Planner
6310 Wilhelmina Delco Drive
Austin, TX 78752

Re: Confirmation of Conservation Easement Dedication; Blue Bluff ETJ Release and Acquisition

Dear Sara:

In connection with the ETJ transfer request submitted by PlaceMkr Old Highway 20, LLC ("PlaceMkr") to the City of Austin, and per the request from Leslie Lilly that we agree to encumber the floodplain on the property that City of Austin will transfer away, PlaceMkr has signed and will record the attached Conservation Easement upon approval of City of Austin of the ETJ Transfer.

Please let me know if you have any questions.

Sincerely,



Nikelle Meade

cc: Joe Castillo, PlaceMkr

Enclosures: Conservation Easement

with any applicable restrictive covenants, lighting, drainage facilities or other appurtenances relating thereto, across the Easement Property at such locations as Grantee may designate as necessary or convenient to serve the Remainder Tract's development. Further, Grantor may grant other easements within the Easement Property to utility providers and others for the purpose of providing access and services to the Remainder Tract's development project; provided, however, Grantor agrees to notify Grantee in writing at least 30 calendar days prior to exercising any such rights relating to the construction, installation or replacement of any such permitted improvements within the Easement Property. The Grantee's easement rights provided for in the preceding paragraph within the Easement Property are expressly subject to the retained rights of Grantor as set forth in this paragraph and Grantee may not damage or obstruct any such driveways, utility connections or other permitted improvements that Grantor may place within the Easement Property.

This conveyance is made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property (the "Permitted Encumbrances"). Any mortgage or security interest hereafter encumbering the Easement Property shall be and at all times remain subordinate to the Easement.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its 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, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors, and assigns. It is agreed and acknowledged that Grantee will not assign its rights, title and interest to this Easement to any third party unless such third party is an eligible donee within the meaning of section 170(h) of the Internal Revenue Code and the applicable Treasury Regulations promulgated thereunder and such eligible donee agrees in writing to carry out all of the obligations and specified Conservation Purposes of the Easement as a condition of such assignment. No such assignment shall require consent of the Grantor. It is further agreed and acknowledged that, prior to the transfer of any interest in the Easement Property by Grantor, Grantor shall provide notice to Grantee and shall authorize Grantee to contact any third party to whom any interest in the Easement Property may be transferred to discuss this Easement or the Conservation Purposes.

Neither party's failure to insist on strict performance in any part of this Easement shall be construed as a waiver of the performance in any other instance.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 105 E. Eggleston Street, Manor, Travis County, Texas 78653.

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

[signature pages follow]

EXECUTED this the 15th day of October, 2024.

GRANTOR:

PLACEMKR OLD HIGHWAY 20, LLC,
a Texas limited liability company

By:


Christopher Cortese, Manager

ACKNOWLEDGMENT

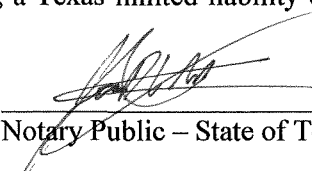
STATE OF TEXAS

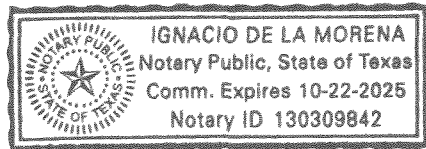
ss.

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15th of October, 2024, by Christopher Cortese, Manager of PlaceMKR Old Highway 20, LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal)


Notary Public – State of Texas



AGREED TO AND ACCEPTED this _____ day of _____, 2024, by Grantee.

GRANTEE:

CITY OF MANOR, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

ss.

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of _____, a _____ and acknowledged to me that she/he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said entity.

Given under my hand and seal of office this the _____ day of _____, 2024.

Notary Public in and for the State of Texas

Attachments:

Exhibit A - Easement Property

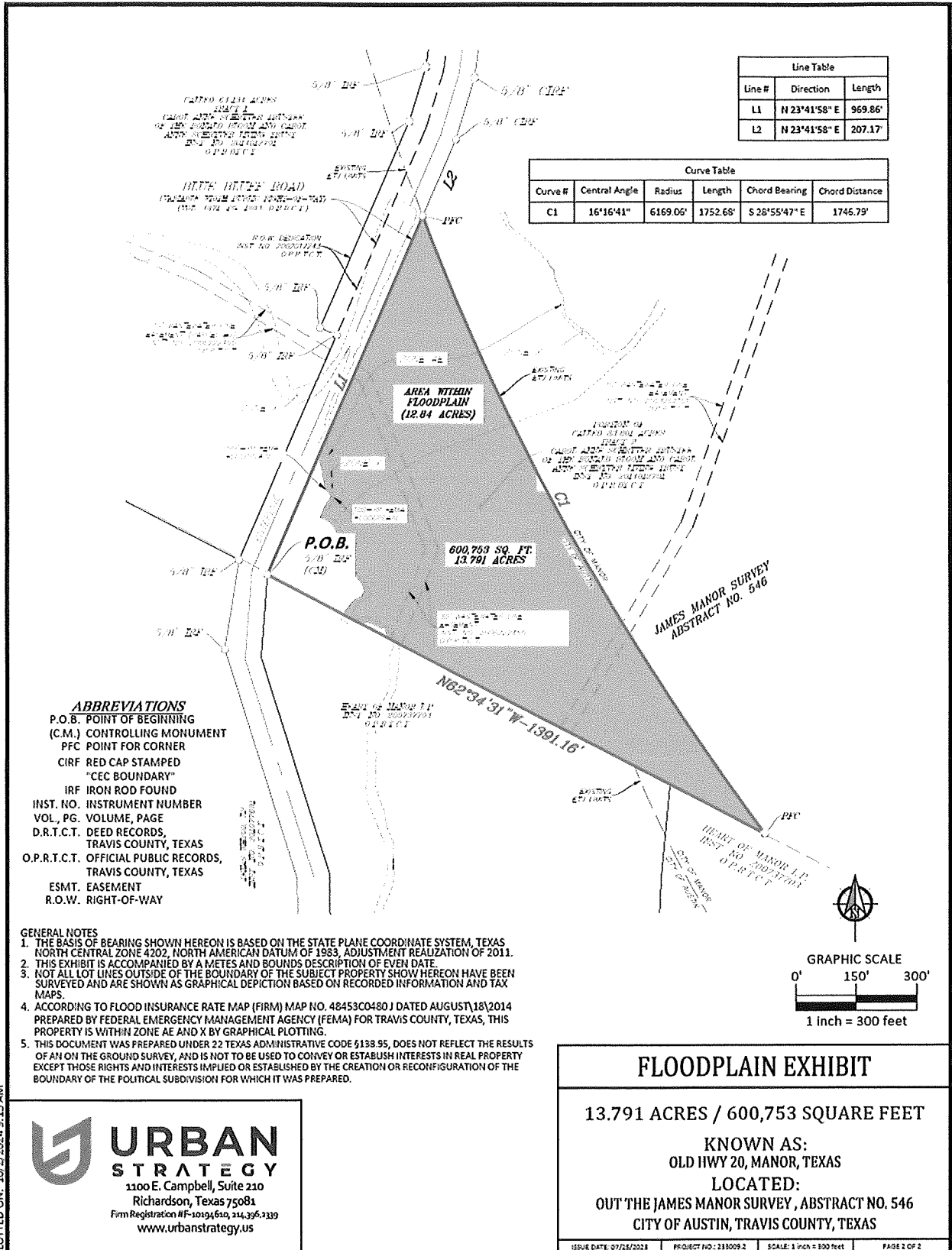
AFTER RECORDING, PLEASE RETURN TO:

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

Exhibit A

Description of Easement Property

[See attached document.]



Line Table		
Line #	Direction	Length
L1	N 23°41'58" E	969.86'
L2	N 23°41'58" E	207.17'

Curve Table					
Curve #	Central Angle	Radius	Length	Chord Bearing	Chord Distance
C1	16°16'41"	6169.06'	1752.68'	S 28°55'47" E	1746.79'

- ABBREVIATIONS**
- P.O.B. POINT OF BEGINNING
 - (C.M.) CONTROLLING MONUMENT
 - PFC POINT FOR CORNER
 - CIRF RED CAP STAMPED "CEC BOUNDARY"
 - IRF IRON ROD FOUND
 - INST. NO. INSTRUMENT NUMBER
 - VOL., PG. VOLUME, PAGE
 - D.R.T.C.T. DEED RECORDS, TRAVIS COUNTY, TEXAS
 - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - ESMT. EASEMENT
 - R.O.W. RIGHT-OF-WAY

- GENERAL NOTES**
1. THE BASIS OF BEARING SHOWN HEREON IS BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION OF 2011.
 2. THIS EXHIBIT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION OF EVEN DATE.
 3. NOT ALL LOT LINES OUTSIDE OF THE BOUNDARY OF THE SUBJECT PROPERTY SHOW HEREON HAVE BEEN SURVEYED AND ARE SHOWN AS GRAPHICAL DEPICTION BASED ON RECORDED INFORMATION AND TAX MAPS.
 4. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48453C0480 J DATED AUGUST 18, 2014 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR TRAVIS COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE AE AND X BY GRAPHICAL PLOTTING.
 5. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF A H ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

URBAN STRATEGY
1100 E. Campbell, Suite 210
Richardson, Texas 75081
Firm Registration #F-101094610, 214.336.2339
www.urbanstrategy.us

FLOODPLAIN EXHIBIT

13.791 ACRES / 600,753 SQUARE FEET

KNOWN AS:
OLD HWY 20, MANOR, TEXAS

LOCATED:
OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 546
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

ISSUE DATE: 07/25/2023 PROJECT NO.: 231009.2 SCALE: 1 inch = 300 feet PAGE 2 OF 2

LAST MODIFIED ON: 8/28/2023 2:21 PM
PLOTTED ON: 10/2/2024 9:13 AM