



52.50
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EASEMENT AGREEMENT

Date: October 6, 2006

Grantor: Shire's Court, Ltd.

Grantor's Mailing Address: 6001 West William Cannon, Bldg 2, Suite 201, Austin, TX 78749

Grantee: City of Austin, Texas, for the benefit of the public

Grantee's Mailing Address: City of Austin
Water shed Protection & Development Review Dept.
P.O. Box 1088
Austin, TX 78767

Easement Property: The real property described on Exhibit A attached hereto.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress and egress, including fire and police protection, solid and other waste material pickup, on a roadway to be built across the Easement Property by Grantor and named "Carlson Drive," and for drainage and water and wastewater utilities and related facilities across the Easement Property.

Reservations from and Exceptions to Conveyance and Warranty: Easements, rights of way and prescriptive rights, whether of record or not; and presently recorded and valid instruments that affect the Property.

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations from and exceptions to conveyance, grants to Grantee an easement for the Easement Purpose over, upon, under and across the Easement Property and portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservation from and exceptions to conveyance and warranty. The following terms and conditions shall apply to the easement:

1. **Duration of Easement:** The easement shall be perpetual.
2. **Improvement, Construction and Maintenance of Easement Property.**

Grantor, at its sole cost and expense, shall be solely responsible for the construction of a roadway across the Easement Property with a curb and gutter cross section that meets the City of Austin pavement design criteria, twelve parallel parking spaces in the cross section, and a traffic calming measure (i.e. traffic circle). Such roadway shall be repaired and maintained at the sole expense of Shire's Court Condominiums HOA, Inc. (the "Association") or other then current owner of the Easement Property.

3. **Rights Reserved.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes which do not interfere with or interrupt the use or enjoyment of the easement.

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns.

5. **Choice of Law.** This Agreement shall be subject to and governed by the laws of the State of Texas. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

6. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

7. **Effect of Waiver or Consent.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in performance by such party of its obligation hereunder shall be deemed or construed to be a consent or waiver respecting any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

8. **Further Assurances.** In connection with this Agreement, as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

9. **No Liability.** Neither the City of Austin nor any government entity, their agents or employees, shall be responsible to Grantor, its successors or assigns, for any damage occurring to the surface of the Easement Property as a result of any governmental vehicles traversing same.

10. **Integration.** This Agreement contains the complete agreement between the parties with respect to the subject matter hereof and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties concerning the subject matter hereof which are not expressly set forth herein.

11. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never

been contained herein. Whenever required by the context as used in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

12. **Notices.** Any notice of communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail and addressed to the intended recipient at the address shown herein, and if not so shown then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

13. **Recitals.** Any recitals in this Agreement are represented by parties hereto to be accurate and constitute a part of the substantive agreement.

EXECUTED on the date first appearing above.

GRANTOR:

SHIRE'S COURT, LTD.

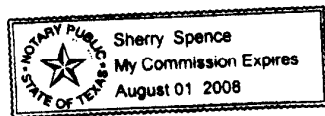
BY: SHIRE'S COURT G.P., INC.,
a Texas corporation

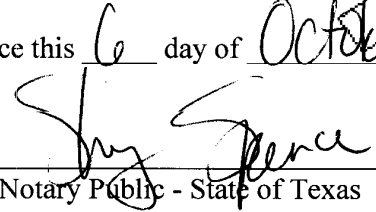
By: 
David C. Mahn, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared David C. Mahn, President of Shire's Court G.P., Inc., the general partner of Shire's Court, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of October, 2006.




Notary Public - State of Texas

been contained herein. Whenever required by the context as used in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

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13. **Recitals.** Any recitals in this Agreement are represented by parties hereto to be accurate and constitute a part of the substantive agreement.

EXECUTED on the date first appearing above.

GRANTOR:

SHIRE'S COURT, LTD.

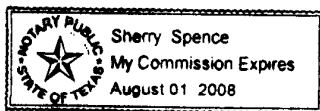
BY: SHIRE'S COURT G.P., INC.,
a Texas corporation

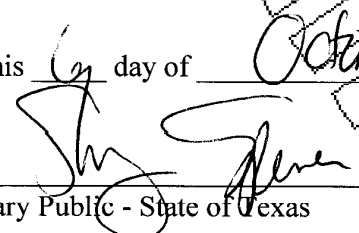
By: 
David C. Mahn, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared David C. Mahn, President of Shire's Court G.P., Inc., the general partner of Shire's Court, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of October, 2006.




Notary Public - State of Texas

ACCEPTED BY GRANTEE:

CITY OF AUSTIN

By:

Name: JAVIER V. DELGADO

Title: Development Services Process Coordinator

APPROVED AS TO FORM:

Richard Thomas

AFTER RECORDING, RETURN TO:

Mitchell D. Savrick
Savrick Schumann Johnson McGarr
Kaminski & Shirley, L.L.P.
4330 S. Mopac, Suite 150
Austin, TX 78735

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT 24, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 4.796 ACRE TRACT OF LAND, HAVING TRAVIS CENTRAL APPRAISAL DISTRICT (TCAD) PARCEL NOS. 03-0903-0101 AND 03-0903-0102 AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO SHIRE'S COURT LTD., DATED AUGUST 10, 2005 AND RECORDED IN DOCUMENT NO. 2005147044 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 2.9976 ACRE TRACT OF LAND, HAVING TCAD PARCEL NOS. 03-0804-0110 AND 03-0804-0112 AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO SHIRE'S COURT LTD., DATED AUGUST 10, 2005 AND RECORDED IN DOCUMENT NO. 2005147045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 1.244 ACRES OF LAND AND SHOWN ON THE ATTACHED SKETCH BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron pipe found at the northwest corner of said 4.796 acre tract, being also the southwest corner of said 2.9976 acre tract, being also in the east line of Greenbriar Section Two, Resubdivision of Blocks E and F, a subdivision recorded in Volume 55, Page 61 of the Plat Records of Travis County, Texas, and being at the eastern terminus of Carlson Drive, a 60-foot wide public right-of-way, for the **POINT OF BEGINNING** of the herein described 1.244 acre tract of land, from which point an iron pipe found in the east line of Lot 16, Block F of said Greenbriar Section Two Resubdivision plat bears, $S30^{\circ}20'17''W$, a distance of 231.26 feet,

THENCE, with the west line of said 2.9976 acre tract, being also the east line of said Resubdivision of Blocks E and F of Greenbriar Section Two, $N30^{\circ}10'00''E$, a distance of 40.89 feet to a point,

THENCE, departing the east line of said Greenbriar Section Two, and crossing said 2.9976 acre tract and said 4.796 acre tract, the following ten (10) courses and distances, numbered 1 through 10,

1. $S59^{\circ}29'20''E$, a distance of 115.52 feet to a point,
2. with a curve to the right having a radius of 180.39 feet, an arc length of 8.72 feet and whose chord bears, $S58^{\circ}12'38''E$, a distance of 8.72 feet to a point,
3. with a curve to the left having a radius of 14.50, an arc length of 12.49 feet and whose chord bears, $S81^{\circ}30'17''E$, a distance of 12.11 feet to a point,
4. with a curve to the right having a radius of 70.00 feet, an arc length of 150.54 feet and whose chord bears, $S44^{\circ}34'30''E$, a distance of 123.16 feet to a point,
5. with a curve to the left having a radius of 14.50 feet, an arc length of 15.72 feet and whose chord bears, $S14^{\circ}01'51''E$, a distance of 14.96 feet to a point,
6. $S45^{\circ}05'47''E$, a distance of 45.68 feet to a point,
7. with a curve to the left having a radius of 190.00 feet, an arc length of 48.58 feet and whose chord bears, $S52^{\circ}25'17''E$, a distance of 48.45 feet to a point,
8. $S59^{\circ}44'48''E$, a distance of 344.62 feet to a point,
9. $S66^{\circ}21'20''E$, a distance of 22.89 feet to a point, and

10. with a curve to the left having a radius of 25.58 feet, an arc length of 18.52 feet and whose chord bears, N72°32'35"E, a distance of 18.12 feet to an iron rod found in the north line of said 4.796 acre tract, being also the south right-of-way line of Metcalfe Road, a varying width public right-of-way,

THENCE, with the north line of said 4.796 acre tract, being also the south right-of-way line of said Metcalfe Road, the following three (3) courses and distances, numbered 1 through 3,

1. S59°32'01"E, a distance of 55.83 feet to an iron rod found,
2. with a curve to the left having a radius of 130.00 feet, an arc length of 42.61 feet and whose chord bears, S50°34'22"E, a distance of 42.42 feet to an iron rod found, and
3. S59°14'15"E, a distance of 1.15 feet to a point,

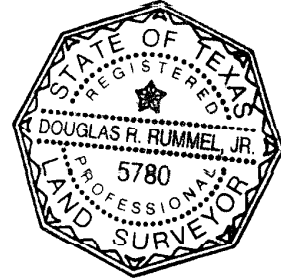
THENCE, departing the south right-of-way line of said Metcalfe Road, and crossing said 4.796 acre tract, the following nineteen (19) courses and distances, numbered 1 through 19,

1. N79°39'38"W, a distance of 15.05 feet to a point,
2. with a curve to the left having a radius of 39.50 feet, an arc length of 15.17 feet and whose chord bears, S89°20'43"W, a distance of 15.08 feet to a point,
3. with a curve to the right having a radius of 60.50 feet, an arc length of 28.94 feet and whose chord bears, N87°57'45"W, a distance of 28.66 feet to a point,
4. with a curve to the left having a radius of 39.50 feet, an arc length of 15.81 feet and whose chord bears, N85°43'27"W, a distance of 15.70 feet to a point,
5. with a curve to the right having a radius of 125.00 feet, an arc length of 75.78 feet and whose chord bears, N79°49'13"W, a distance of 74.63 feet to a point,
6. with a curve to the left having a radius of 9.50 feet, an arc length of 4.53 feet and whose chord bears, N76°05'57"W, a distance of 4.48 feet to a point,
7. N89°44'48"W, a distance of 9.58 feet to a point,
8. with a curve to the right having a radius of 30.50 feet, an arc length of 15.97 feet and whose chord bears, N74°44'48"W, a distance of 15.79 feet to a point,
9. N59°44'48"W, a distance of 313.99 feet to a point,
10. with a curve to the right having a radius of 250.00 feet, an arc length of 63.92 feet and whose chord bears, N52°25'17"W, a distance of 63.75 feet to a point,
11. N45°05'47"W, a distance of 9.69 feet to a point,
12. with a curve to the right having a radius of 30.50 feet, an arc length of 17.70 feet and whose chord bears, N28°28'12"W, a distance of 17.45 feet to a point,
13. N11°50'37"W, a distance of 6.29 feet to a point,
14. with a curve to the left having a radius of 9.50 feet, an arc length of 5.51 feet and whose chord bears, N28°28'12"W, a distance of 5.44 feet to a point,
15. N45°05'47"W, a distance of 8.80 feet to a point,
16. with a curve to the left having a radius of 14.50 feet, an arc length of 15.72 feet and whose chord bears, N76°09'42"W, a distance of 14.96 feet to a point,
17. with a curve to the right having a radius of 70.00 feet, an arc length of 141.94 feet and whose chord bears, N49°08'19"W, a distance of 118.84 feet to a point,
18. with a curve to the left having a radius of 14.50 feet, an arc length of 17.38 feet and whose chord bears, N25°22'56"W, a distance of 16.36 feet to a point, and
19. N59°42'52"W, a distance of 107.46 feet to a point in the west line of said 4.796 acre tract, being also the east line of said Greenbriar Section Two Resub plat,

THENCE, with the west line of said 4.796 acre tract, being also the east line of said Greenbriar Section Two Resub plat, N30°20'17"E, a distance of 19.75 feet to the **POINT OF BEGINNING** and containing 1.244 Acres of Land.

Surveyed by: *D R R* 9-6-06

Douglas R. Rummel, Jr. ~ R.P.L.S. No. 5780
Carlson, Brigance & Doering, Inc.
5501 West William Cannon Drive
Austin, TX 78749 (512) 280-5160



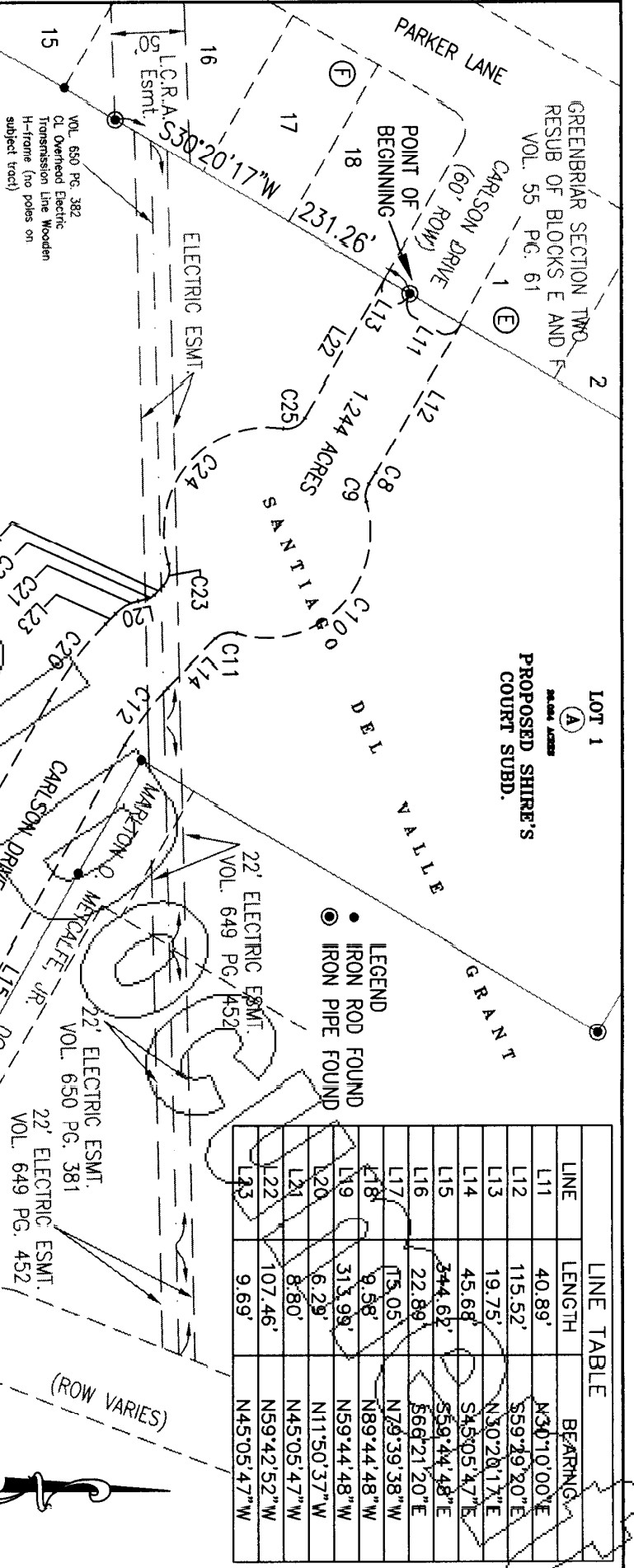
BEARING BASIS FROM SHIRE'S COURT SUBDIVISION
MAPSCO GRID MJ18 AND MJ19

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GREENBRIAR SECTION TWO
RESUB OF BLOCKS E AND F
VOL. 55 PG. 61

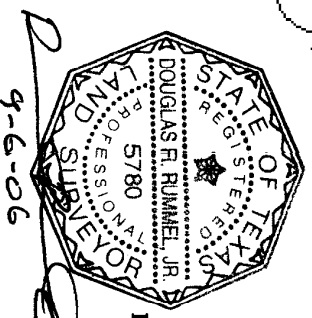
LOT 1
PROPOSED SHIRE'S
COURT SUBD.

| LINE | LENGTH | BEARING |
|------|---------|-------------|
| L11 | 40.89' | N30°10'00"E |
| L12 | 115.52' | S59°29'20"E |
| L13 | 19.75' | N30°20'17"E |
| L14 | 45.68' | S45°05'47"E |
| L15 | 344.62' | S59°44'48"E |
| L16 | 22.89' | S66°21'20"E |
| L17 | 15.05' | N79°39'38"W |
| L18 | 9.58' | N89°44'48"W |
| L19 | 313.99' | N59°44'48"W |
| L20 | 6.29' | N11°50'37"W |
| L21 | 8.80' | N45°05'47"W |
| L22 | 107.46' | N59°42'52"W |
| L23 | 9.69' | N45°05'47"W |

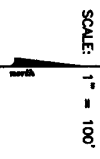


EASEMENT CURVE TABLE

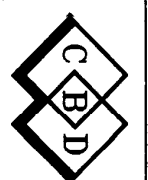
| CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DIST |
|-------|---------|---------|------------|---------------|------------|
| C8 | 8.72' | 180.39' | 2°46'15" | S58°12'38"E | 8.72' |
| C9 | 12.49' | 14.50' | 49°21'33" | S81°30'17"E | 12.11' |
| C10 | 150.54' | 70.00' | 123°33'01" | S44°34'30"E | 123.18' |
| C11 | 15.72' | 14.50' | 62°07'51" | S14°01'51"E | 14.96' |
| C12 | 48.58' | 190.00' | 14°39'01" | S52°25'17"E | 48.45' |
| C13 | 18.52' | 25.58' | 41°28'27" | N72°32'35"E | 18.12' |
| C14 | 15.17' | 39.50' | 22°00'16" | S89°20'13"W | 15.08' |
| C15 | 28.94' | 60.50' | 27°24'19" | N87°57'45"W | 28.66' |
| C16 | 15.81' | 39.50' | 22°55'42" | N85°43'27"W | 15.70' |
| C17 | 75.78' | 125.00' | 34°44'11" | N79°49'13"W | 74.63' |
| C18 | 4.53' | 9.50' | 27°17'43" | N76°05'57"W | 4.48' |
| C19 | 15.97' | 30.50' | 30°00'00" | N74°44'48"W | 15.79' |
| C20 | 63.92' | 290.00' | 14°39'01" | N52°25'17"W | 63.75' |
| C21 | 17.70' | 30.50' | 33°15'10" | N28°28'12"W | 17.45' |
| C22 | 5.51' | 9.50' | 33°15'10" | N28°28'12"W | 5.44' |
| C23 | 15.72' | 14.50' | 62°07'51" | N76°09'42"W | 14.96' |
| C24 | 141.84' | 70.00' | 116°10'36" | N49°08'19"W | 118.84' |
| C25 | 17.38' | 14.50' | 68°39'51" | N25°22'56"W | 16.36' |
| C26 | 42.61' | 130.00' | 18°46'42" | S50°34'22"E | 42.42' |



LOT 1
PROPOSED SHIRE'S
COURT SUBD.



MAPSCO GRIDS M118
AND M119
BEARING BASIS IS FROM
PROPOSED PLAT.



Carlson, Brigance & Doering, Inc.
Civil Engineering • Surveying
5501 West William Cannon Drive • Austin, Texas 78749
Ph: (512) 280-5160 • FAX: (512) 280-5165

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Oct 11 12:03 PM 2006197892

ESPINOZAC \$52.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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