THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL PERSONS BY THESE PRESENTS:

TEMPORARY DRAINAGE EASEMENT

DATE: February _____, 2020

GRANTOR: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC,
a Texas limited liability company

GRANTOR'S MAILING ADDRESS: 2501 Tarryhill Place
Austin, Travis County, Texas 78703
Attn: Alex Tynberg

GRANTEE: CITY OF LEANDER, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS: P.O. Box 319
Leander, Williamson County, Texas 78746-0319

CONSIDERATION:

Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY:

0.2305 acres of land, more or less, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

EASEMENT PURPOSE:

The Easement is dedicated to the public and used solely for the purpose of constructing, grading, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed facilities or improvements reasonably necessary and useful for a drainage, conveyance of storm water run-off, and the Grantee’s drainage system (the “Facilities”).
EXCEPTIONS TO WARRANTY:

The Easement, rights and privileges granted hereby are made by Grantor and accepted by Grantee subject to any and all restrictions, conditions, 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 Williamson County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property, and all matters that are apparent on the Easement Property.

GRANT OF EASEMENT:

Grantor, for the Consideration, and subject to the Exceptions to Warranty, and subject to the Covenants and Conditions, does hereby grant, sell, and dedicate unto Grantee, and Grantee’s successors and assigns, a temporary, public drainage easement (the “Easement”) in upon, on, under, and across the Easement Property for the Easement Purpose.

In addition to the foregoing, and for the consideration set forth above, Grantor grants and conveys unto Grantee, a temporary work and construction easement (the “Temporary Construction Easement”) in, on and across that portion of Grantor’s adjacent property located within twenty (20) feet on either side of the Easement Property. The Temporary Construction Easement is being granted to facilitate Grantee’s construction of the Facilities within the Easement Property, and is for the express purpose of providing for access to the Easement Property as may be necessary for the construction, and all related work, of the Facilities. Grantor grants such Temporary Construction Easement to Grantee, its contractors, subcontractors, agents, engineers and employees, with necessary equipment, to enter upon and have access to the Easement Property, subject to the provision of this instrument.

COVENANTS AND CONDITIONS:

The Easement granted by Grantor and accepted by Grantee are subject to the following covenants and conditions:

1. The Easement, the Temporary Construction Easement and the rights granted herein are non-exclusive, and are subject to all of the terms hereof.

2. The Easement, the Temporary Construction Easement and the rights granted herein are temporary and are intended to terminate and expire upon the conveyance of the Easement Property as part of Lot 1, Block I, NORTHLINE FIRST RIGHTS OF WAY AND LOT 1, BLOCK I FINAL PLAT to Grantee as public property. As a result, the Easement, the Temporary Construction Easement and the rights granted herein shall remain in effect only until a deed, in a form acceptable to the City, conveying said Lot 1, Block I to Grantee as public property is recorded in the Official Public Records of Williamson County, Texas. Upon the recording of such deed, this Easement and the Temporary Construction Easement shall automatically terminate and expire, and be of no further force and effect.
TO HAVE AND TO HOLD the Easement and the Temporary Construction Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, on and subject to the Exceptions to Warranty and the Covenants and Conditions, unto Grantee and its successors and assigns, forever. Grantor does hereby binds itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Easement and the Temporary Construction Easement herein granted, unto Grantee, its successors 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.

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

[Separate signature pages follow this page]
GRANTOR:

NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

By: ____________________________
    Alex Tynberg, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of February _____, 2020, by Alex Tynberg, as President of NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____________________________
NOTARY PUBLIC, State of Texas
ACCEPTED:

GRANTEE:

CITY OF LEANDER, a Texas municipal corporation

By: __________________________
    Richard B. Beverlin, III, City Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ________ day of February, 2020, personally appeared Richard B. Beverlin, III, City Manager, on behalf of the City of Leander, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

________________________________________
Notary Public - State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78746-0319
EXHIBIT A

(Temporary Drainage Easement)
Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2305 ACRES (10,840 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF MEL MATHIS BOULEVARD (80' RIGHT-OF-WAY) DEDICATED IN DOCUMENT NO. 201407729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2305 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 200606934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 200606934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03‘41”E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S29°01‘20”W, a distance of 900.19 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof;

THENCE, over and across said Mel Mathis Boulevard, the following four (4) courses and distances:

1) S20°46‘53”E, a distance of 401.60 feet to a calculated point for the southeast corner hereof;
2) S69°27‘26”W, a distance of 25.00 feet to a calculated point for the southwest corner hereof;
3) N20°46‘53”W, a distance of 401.60 feet to a calculated point for the northwest corner hereof;
4) N69°27‘26”E, a distance of 25.00 feet to the POINT OF BEGINNING hereof, containing 0.2305 Acres (10,040 Square Feet) more or less.

NOTE:
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_TDE-4.dwg)

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

9/2/19
MEL MATHIS BOULEVARD (80' R.O.W.)

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805845.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.2305 ACRE TEMPORARY DRAINAGE EASEMENT
City of Leander, Williamson County, Texas
LIENHOLDER’S SUBORDINATION
TO TEMPORARY DRAINAGE EASEMENT

Date: February ___, 2020

Lienholder: VERA BANK, N.A., a national banking association

Deed of Trust

Date: December 27, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC,
a Texas limited liability company

Beneficiary: VERA BANK, N.A., a national banking association

Recording Information: Document No. 2019125629 in the Official Public Records of
Williamson County, Texas

The property subject to the foregoing Temporary Drainage Easement includes all or part of the
property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it
secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien, and any
vendor’s lien owned by Lienholder, to the Temporary Drainage Easement, and ratifies the
Temporary Drainage Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust,
that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

VERABANK, N.A.

By: ______________________________

Johnathan Voight,
Senior Vice President
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of February, 2020, by Johnathan Voight, as Senior Vice President of VERABANK, N.A., a national banking association, on behalf of said banking association.

____________________________
Notary Public, State of Texas
LIENHOLDER’S SUBORDINATION
TO TEMPORARY DRAINAGE EASEMENT

Date: February ____, 2020

Lienholder: AREA LEANDER 1 LP, a Texas limited partnership

Deed of Trust

Date: June 11, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC,
a Texas limited liability company

Beneficiary: AREA LEANDER 1 LP, a Texas limited partnership

Recording Information: Document No. 2019051923 in the Official Public Records of
Williamson County, Texas, as corrected by instrument recorded under Document No. 2019058969 in the Official Public Records of
Williamson County, Texas

The property subject to the foregoing Temporary Drainage Easement includes all or part of the
property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it
secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien, and any
vendor’s lien owned by Lienholder, to the Temporary Drainage Easement, and ratifies the Temporary
Drainage Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust,
that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

AREA LEANDER 1 LP

By: AREA ONE PROPERTIES LLC,
a Texas limited liability company,
its General Partner

By: ______________________________
Alexander H. Tynberg, President
STATE OF TEXAS  §
COUNTY OF TRAVIS  §

This instrument was acknowledged before me on the ____ day of February, 2020, by Alexander H. Tynberg, as President of AREA ONE PROPERTIES LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of AREA LEANDER 1 LP, a Texas limited partnership, on behalf of said limited partnership.

____________________________
Notary Public, State of Texas