

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## WATER AND WASTEWATER EASEMENT

**For Lagos Phase 4 and 5 Lot 1A, 1B, 1C, Block R**

THE STATE OF TEXAS                         §  
  §  
COUNTY OF TRAVIS                         §

DATE: \_\_\_\_\_, 2025

GRANTOR: **PETER A. DWYER**  
An individual

GRANTOR'S MAILING ADDRESS: 9900 US Highway 290 East  
Manor, Travis County, Texas 78653

GRANTEE: **CITY OF MANOR, TEXAS**  
a Texas home rule municipal corporation

GRANTEE'S MAILING ADDRESS: Attn: City Manager  
105 E. Eggleston Street  
Manor, Travis County, Texas 78653

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

EASEMENT PROPERTY:

A 0.280 acre (12,204 square feet) tract of land situated in the James Manor Survey No. 39, Abstract No. 528, City of Manor, Travis County, Texas; and being a portion of Lots 1A, 1B, and 1C, Block R, of Lagos Phase 4 and 5, Lot 2, Amended Plat of which is recorded in Document No. 202500051, Official Public Records Travis County, and being more particularly described in **Exhibit A** attached hereto and incorporated herein as if fully transcribed herein.

**GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR** and the agreements, terms, conditions and covenants herein set forth, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual water and wastewater easement (the “Easement”) in, upon, over, under, through and across the **EASEMENT PROPERTY**, subject to the following agreements, terms, conditions and covenants.

1. Purpose of Easement. The Easement expressly granted herein is for the purpose of operation, use, maintenance, repair, inspection, replacement, and restoration of water and wastewater

facilities, including without limitation water and wastewater lines and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the **EASEMENT PROPERTY** by **GRANTOR** (collectively, the “Facilities”), together with a right of ingress and egress to and from same, in, over, under, through and across the **EASEMENT PROPERTY**.

2. Duration of Easement. The Easement is permanent in nature, shall run with the land, be binding upon and inure to the benefit of, and are binding upon, **GRANTOR**, **GRANTEE** and their respective heirs, executors, administrators, legal representatives, successors and assigns, and shall forever encumber the **EASEMENT PROPERTY**.

3. Grantee’s Rights and Obligations. **GRANTEE**, and **GRANTEE’s** successors and assigns, shall have the following rights and obligations with respect to the Easement, the Facilities and the **EASEMENT PROPERTY**:

(a) **GRANTEE** shall be responsible for operation, use, maintenance, repair, inspection, replacement, and restoration of the Facilities;

(b) **GRANTEE** shall have the right to prevent construction or maintenance of any structures or improvements within the **EASEMENT PROPERTY** that may endanger or interfere with the efficiency, safety, or operation of the Facilities, or otherwise unreasonably interfere with the use of the Easement by **GRANTEE** or **GRANTEE’s** authorized agents or contractors;

(c) **GRANTEE** shall have the right to reasonably trim trees or other vegetation within the **EASEMENT PROPERTY** to the extent that **GRANTEE**, in its reasonable judgment, deems necessary to prevent interference with or hazard to the operation of the Facilities; and

(d) **GRANTEE** and its contractors, agents, and employees shall have free and unrestricted access to the Facilities and every part of the **EASEMENT PROPERTY**, at all times for the purpose of exercising any rights hereunder, including but not limited to, maintenance and repair of the Facilities.

4. Grantor’s Rights and Obligations. **GRANTOR**, **GRANTOR’s** successors and assigns, shall have the following rights and obligations with respect to the Easement, the Facilities and the **EASEMENT PROPERTY**:

(a) **GRANTOR** shall have the right, and be obligated, to construct the Facilities; and

(b) Subject to the agreements, terms, conditions and covenants herein set forth, **GRANTOR** reserves and shall have the right to use the **EASEMENT PROPERTY** for any and 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, drainage, landscaping and signage 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 Property as provided herein. But **GRANTOR** may not construct any buildings or similar improvements on the Property. **GRANTOR** shall be responsible for the cost of replacing buildings or similar improvements in the event the **GRANTEE** removes or alters the improvement to exercise **GRANTEE's** rights hereunder. Notwithstanding anything to the contrary herein **GRANTOR** shall have the right to pave over the Easement and maintain the same.

5. Permitted Encumbrances. The Easement is expressly granted subject to all encumbrances, restrictions, liens, covenants, easements and other matters of record in the county where the Easement is located, and all matters visible or apparent on the ground that a true and correct survey would reveal, to the extent that the same are in existence as of the date hereof.

**TO HAVE AND TO HOLD** the above-described 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 and the rights herein granted unto **GRANTEE**, its successor 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.

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

Dated as of the date first written above but acknowledged as of the dates set forth below.

*[signature pages follow]*

**GRANTOR:**

PETER A. DWYER

By: \_\_\_\_\_

Name: Peter A. Dwyer

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

§

§

**COUNTY OF TRAVIS**

§

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Peter A. Dwyer, As an individual.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED:**

**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 \_\_\_\_\_ 2025, personally appeared Dr. Christopher Harvey, 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

**Easement Property**  
**[attached]**

**A METES AND BOUNDS  
DESCRIPTION OF A  
0.280 ACRE TRACK OF LAND**

**BEING** a 0.280 acre (12,204 square feet) tract of land situated in the James Manor Survey No. 39, Abstract No. 528, City of Manor, Travis County, Texas; and being a portion of Lots 1A, 1B, and 1C, Block R, of Lagos Phase 4 and 5, Lot 2, Amended, plat of which is recorded in Document No. 202500051, Official Public Records Travis County, and being more particularly described as follows:

**BEGINNING** at a ½ inch iron rod with cap stamped "KHA" set marking the southeast corner of said Lot 1C, an interior corner of said Lot 2A, and a southeast corner of the herein described tract;

**THENCE**, South 67°53'00" West, 41.93 feet along the common boundary of said Lot 1C and Lot 2A to a point for corner;

**THENCE**, crossing into said Lot 1C, the following three (3) calls:

1. North 80°18'00" West, 18.97 feet to a point for corner;
2. South 67°53'03" West, 175.62 feet to a point for corner;
3. South 42°02'01" West; at 45.07 feet crossing over the boundary of Lot 1B, for a total distance of 86.28 feet to a point for corner;

**THENCE**, continuing across said Lot 1B, the following two (2) calls:

1. North 47°57'58" West, 25.00 feet to a point for corner;
2. North 42°02'02" East; at 23.54 feet crossing over the boundary of said Lot 1C, for a total distance of 58.75 feet to a point for corner;

**THENCE**, North 06°47'55" East; at 24.00 feet crossing over the boundary of said Lot 1A, for a total distance of 191.25 feet to a point for corner;

**THENCE**, South 83°12'03" East, 25.00 feet to a point for corner on the easterly boundary of said Lot 1A, and the westerly boundary of said Lot 1C;

**THENCE**, South 06°47'55" West, 153.44 feet along the common boundary of said Lot 1A and said Lot 1C to a ½ inch iron rod with cap stamped "KHA" set marking the southeast corner of said Lot 1A, and a westerly corner of said Lot 1C;

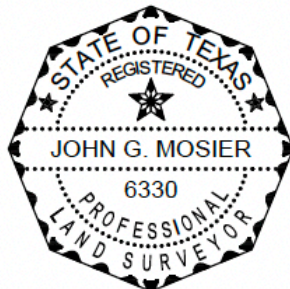
**THENCE**, crossing into said Lot 1C, the following three (3) calls:

1. South 22°06'57" East, 6.50 feet to a point for corner;
2. North 67°53'03" East, 178.26 feet to a point for corner;
3. South 80°18'00" East, 60.98 feet to a point for corner on the easterly boundary of aforesaid Lot 2A;

**THENCE**, South 04°47'47" East, 2.99 feet along the common boundary of said Lot 2A and said Lot 1C to the **POINT OF BEGINNING**, and containing 0.280 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 6/20/2025 at 5:44 AM, based on geometry in the drawing file K:\SNA\_Survey\LAGOS DEVELOPMENT\069244562- REPLAT LAGOS MANOR PH 4&5-LOT 1\DWG\Exhibits\0.280 acre Wastewater Easement.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

*John G. Mosier*

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
GREG.MOSIER@KIMLEY-HORN.COM



6/25/2025

**EXHIBIT OF A 0.280 ACRE  
WATER/WASTEWATER  
EASEMENT**  
JAMES MANOR SURVEY NO. 39,  
ABSTRACT NO. 528  
CITY OF MANOR,  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

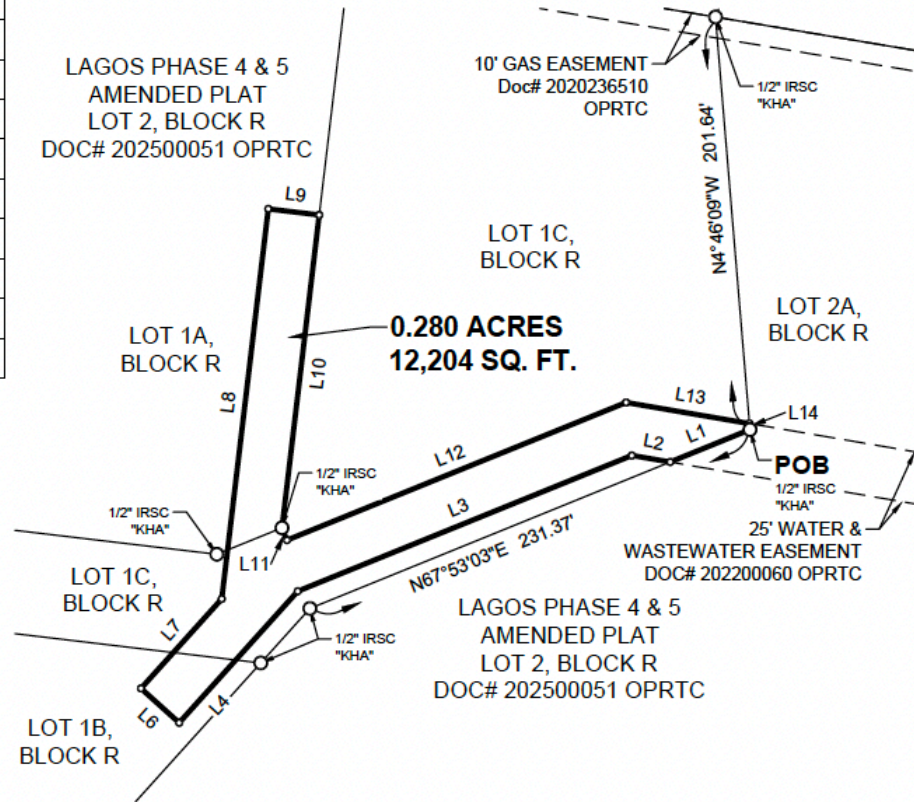
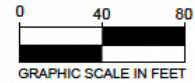
10101 Reunion Place, Suite 400  
San Antonio, Texas 78216 FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MRH	JGM	6/25/2025	069291006	1 OF 2



LINE TABLE		
NO.	BEARING	LENGTH
L1	S67°53'00"W	41.93'
L2	N80°18'00"W	18.97'
L3	S67°53'03"W	175.62'
L4	S42°02'01"W	86.28'
L6	N47°57'58"W	25.00'
L7	N42°02'02"E	58.75'
L8	N06°47'55"E	191.25'
L9	S83°12'03"E	25.00'
L10	S06°47'55"W	153.44'
L11	S22°06'57"E	6.50'
L12	N67°53'03"E	178.26'
L13	S80°18'00"E	60.98'
L14	S04°47'47"E	2.99'



#### LEGEND:

POB = POINT OF BEGINNING  
 IRSC = 1/2" IRON ROD W/ "KHA" CAP SET  
 DRTC = DEED RECORDS TRAVIS COUNTY  
 RPRTC = REAL PROPERTY RECORDS TRAVIS COUNTY  
 OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

**GEODETIC NOTE:** THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**SURVEYORS CERTIFICATION:** THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS MAY NOT BE SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 069291006 FOR ADDITIONAL INFORMATION.

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## EXHIBIT OF A 0.280 ACRE WATER/WASTEWATER EASEMENT

JAMES MANOR SURVEY NO. 39,  
 ABSTRACT NO. 528  
 CITY OF MANOR,  
 TRAVIS COUNTY, TEXAS

# Kimley»Horn

10101 Reunion Place, Suite 400  
 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166  
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	MRH	JGM	8/25/2025	069291006	2 OF 2