

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 LINE EASEMENT

**For Lot 11, Block C, Wildhorse Creek Commercial and
Lot 1, Block 1, Plat Of Lot 12, Block C Wildhorse Creek Commercial**

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:

2,309 square feet situated in the City Of Manor, Travis County, Texas, being a portion of Lot 11, Block C, Wildhorse Creek Commercial, a subdivision of record in Document No. 200500205, of the Official Public Records Of Travis County, Texas, said 2,309 square foot tract being more particularly described in **Exhibit A** attached hereto and incorporated herein as if fully transcribed herein.

7,335 square feet situated in the City Of Manor, Travis County, Texas, being a portion Of Lot 1, Block 1, Replat Of Lot 12, Block C, Wildhorse Creek Commercial, a subdivision of record in Document No. 202300126, of the Official Public Records of Travis County, Texas, said 7,335square foot tract being more particularly described in **Exhibit B** 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]

3701 VINELAND LLC
TBPELS FIRM NO. 10194971
ABRAM C. DASHNER
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 5901
abe@rpls5901.com 512-905-4369

2,309 SQUARE FEET
LOT 11, BLOCK C, WILDHORSE CREEK COMMERCIAL
MANOR, TRAVIS COUNTY, TX

FILE NO. 2025.012
PROJECT: 007-02
OCTOBER 10, 2025

DESCRIPTION

2,309 SQUARE FEET SITUATED IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 11, BLOCK C, WILDHORSE CREEK COMMERCIAL, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200500205, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2,309 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2-inch iron rod found in the west right-of-way line of F.M. 973 (100' r.o.w.), being a northeast corner of Lot 1, Block 1, Replat of Lot 12, Block C Wildhorse Creek Commercial, a subdivision of record in Document No. 202300126, of said Official Public Records, also being the southeast corner of said Lot 11;

THENCE, N79°01'40"W, leaving said west right-of-way line, along a northeast line of said Lot 1, being the south line of said Lot 11, a distance of 20.00 feet to a calculated point, for the **POINT OF BEGINNING** and southeasterly corner hereof;

THENCE, N79°01'40"W, continuing along a northeast line of said Lot 1, being the south line of said Lot 11, a distance of 15.00 feet to a calculated point, for the southwesterly corner hereof;

THENCE, leaving the northeast line of said Lot 1, over and across said Lot 11, the following two (2) courses and distances:

1. N10°55'25"E, a distance of 118.06 feet to a calculated point, for the northwesterly corner hereof;
2. N55°46'39"E, a distance of 49.62 feet to a calculated point in the east line of said Lot 11, being said west right-of-way line of F.M. 973, for the northeasterly corner hereof, from which a 1/2-inch iron rod found at the southeast terminus of a right-of-way return line between said west right-of-way line and the south right-of-way line of Murchison St. (r.o.w. varies) bears N10°55'25"E, a distance of 31.94 feet;

THENCE, S10°55'25"W, along said west right-of-way line, being the east line of said Lot 11, a distance of 21.27 feet to a calculated point, for an angle point;

THENCE, leaving said west right-of-way line, over and across said Lot 11, the following two (2) courses and distances:

1. S55°46'39"W, a distance of 28.36 feet to a calculated point, for an angle point;
2. S10°55'25"W, a distance of 111.88 feet to the **POINT OF BEGINNING**, and containing 2,309 square feet (0.053 acre of land), more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

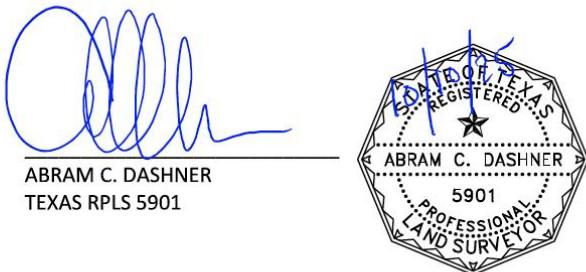
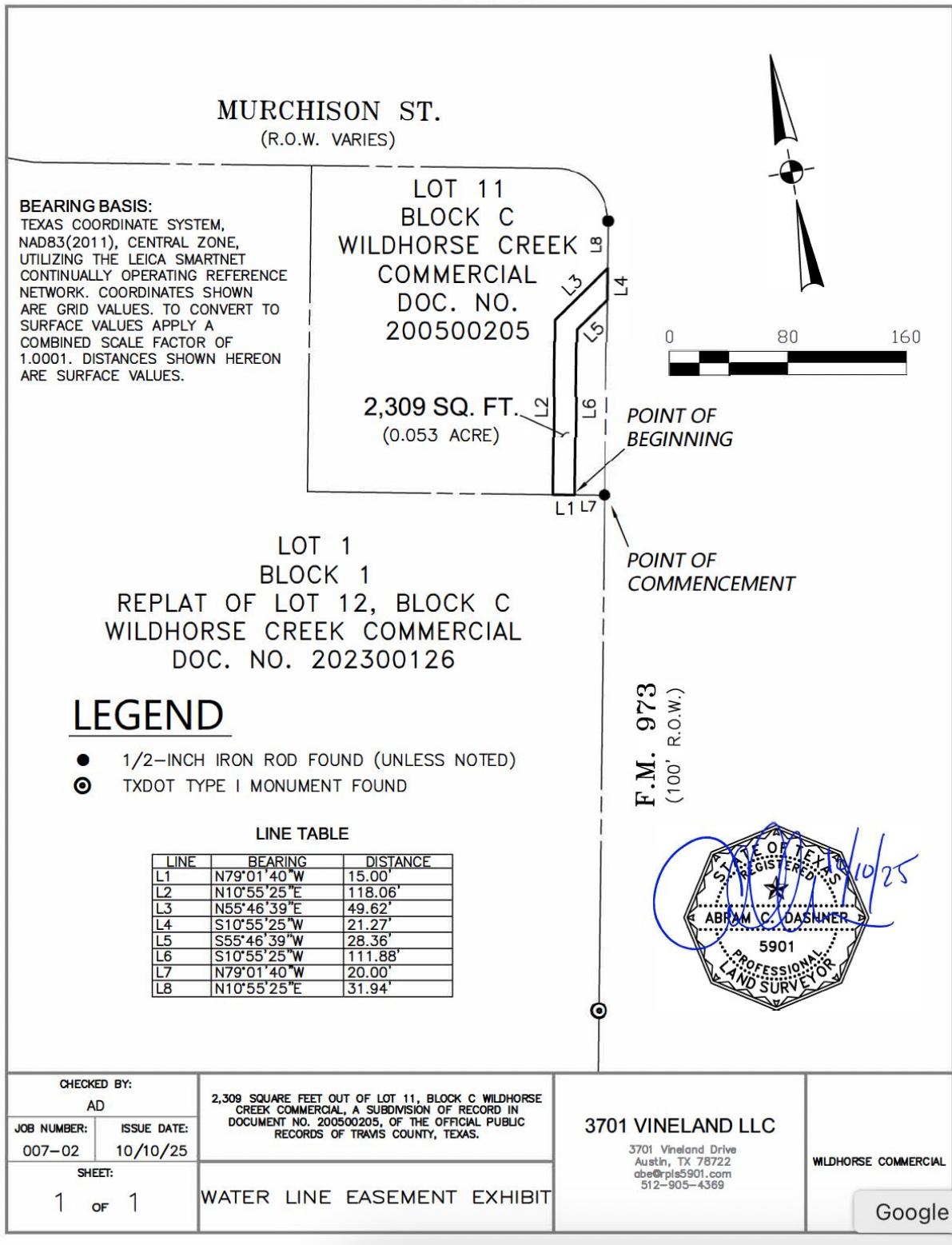


EXHIBIT "A"



3701 VINELAND LLC
TBPELS FIRM NO. 10194971
ABRAM C. DASHNER
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 5901
abe@rpls5901.com 512-905-4369

7,335 SQUARE FEET
LOT 1, BLOCK 1, REPLAT OF LOT 12, BLOCK C WILDHORSE CREEK COMMERCIAL
MANOR, TRAVIS COUNTY, TX

FILE NO. 2025.013
PROJECT: 007-02
OCTOBER 10, 2025

DESCRIPTION

7,335 SQUARE FEET SITUATED IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, REPLAT OF LOT 12, BLOCK C, WILDHORSE CREEK COMMERCIAL, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202300126, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 7,335 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2-inch iron rod found in the west right-of-way line of F.M. 973 (100' r.o.w.), being the southeast corner of Lot 11, Block C, Wildhorse Creek Commercial, a subdivision of record in Document No. 200500205, of said Official Public Records, also being a northeast corner of said Lot 1

THENCE, N79°01'40"W, leaving said west right-of-way line, along a northeast line of said Lot 1, being the south line of said Lot 11, a distance of 20.00 feet to a calculated point, for the **POINT OF BEGINNING** and northeasterly corner hereof;

THENCE, leaving the south line of said Lot 1, over and across said Lot 11, the following two (2) courses and distances:

1. S10°55'25"W, a distance of 348.21 feet to a calculated point, for an angle point;
2. S10°32'22"W, a distance of 140.70 feet to a calculated point in the south line of said Lot 1, for the southeasterly corner hereof, from which a 1/2-inch iron rod found at the southeast corner of said Lot 1, being in said west right-of-way line of F.M. 973, bears S79°53'28"E, a distance of 20.44 feet;

THENCE, N79°53'28"W, along the south line of said Lot 1, a distance of 15.00 feet to a calculated point, for the southwesterly corner hereof;

THENCE, over and across said Lot 1, the following two (2) courses and distances:

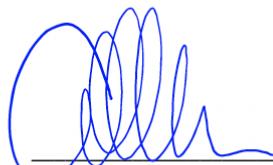
1. N10°32'22"E, a distance of 140.75 feet to a calculated point, for an angle point;

2. N10°55'25"E, a distance of 348.27 feet to a calculated point in a northeast line of said Lot 1, being the south line of said Lot 11, for the northwesterly corner hereof;

THENCE, S79°01'40"E, along the south line of said Lot 11, being a northeast line of said Lot 1, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 7,335 square feet (0.168 acre) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2022, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



ABRAM C. DASHNER
TEXAS RPLS 5901



EXHIBIT "B"

LOT 11
BLOCK C
WILDHORSE CREEK
COMMERCIAL
DOC. NO. 200500205

BEARING BASIS:

TEXAS COORDINATE SYSTEM, NAD83(2011), CENTRAL ZONE,
UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING
REFERENCE NETWORK. COORDINATES SHOWN ARE GRID
VALUES. TO CONVERT TO SURFACE VALUES APPLY A
COMBINED SCALE FACTOR OF 1.0001. DISTANCES SHOWN
HEREON ARE SURFACE VALUES.

LOT 1
BLOCK 1
REPLAT OF LOT 12, BLOCK C
WILDHORSE CREEK COMMERCIAL
DOC. NO. 202300126

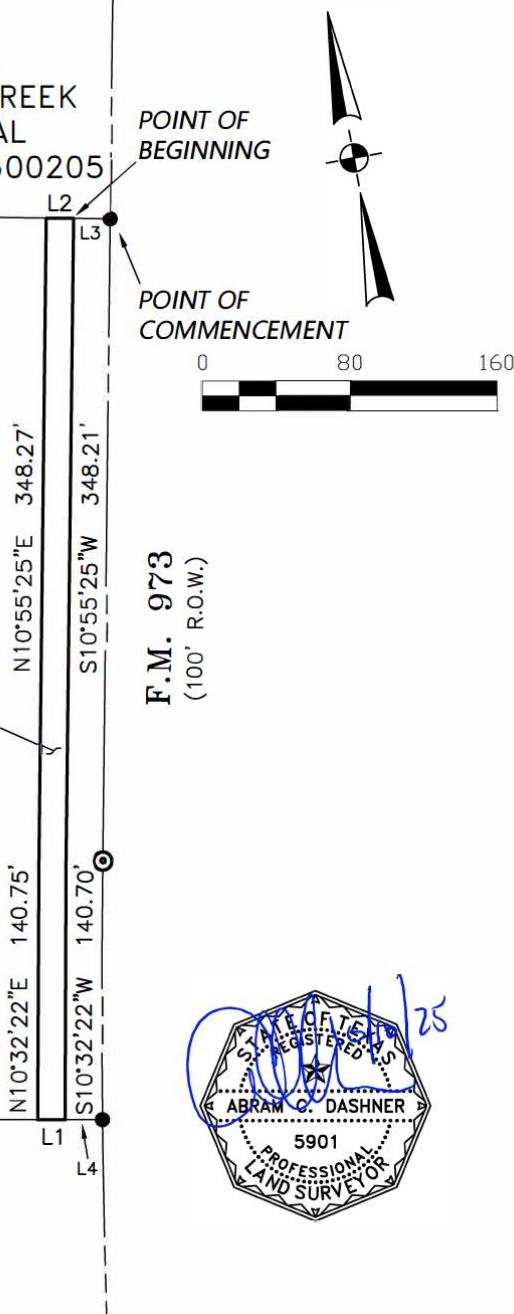
LEGEND

- 1/2-INCH IRON ROD FOUND (UNLESS NOTED)
- ◎ TXDOT TYPE I MONUMENT FOUND

LINE TABLE

LINE	BEARING	DISTANCE
L1	N79°27'38"W	15.00'
L2	S79°01'40"E	15.00'
L3	N79°01'40"W	20.00'
L4	S79°53'28"E	20.44'

WILDHORSE CREEK
COMMERCIAL, L.P.
41.897 ACRES
DOC. NO. 2004189786



CHECKED BY: AD	7,335 SQUARE FEET OUT OF LOT 1, BLOCK 1, REPLAT OF LOT 12, BLOCK C WILDHORSE CREEK COMMERCIAL, A SUBMISSION OF RECORD IN DOCUMENT NO. 202300126, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.	3701 VINELAND LLC 3701 Vineland Drive Austin, TX 78722 abe@pls5901.com 512-905-4369	WILDHORSE COMMERCIAL
JOB NUMBER: 007-02	ISSUE DATE: 10/10/25	WATER LINE EASEMENT EXHIBIT	Preview