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 & WASTEWATER UTILITY EASEMENT

DATE: _____, 2025

GRANTOR (collectively):

Llano Las Entradas I, LLC, a Texas limited liability company; and

Las Entradas Development Corporation, a Texas corporation

GRANTOR'S MAILING ADDRESS (including County):

Llano Las Entradas I, LLC 715 Fort Worth Avenue Dallas, TX 75208 Dallas County Attn: Matt Peterson

Las Entradas Development Corporation 9900 Hwy 290 East Manor, TX 78653 Travis County Attn: Petere A. Dwyer

GRANTEE: City of Manor, Texas

GRANTEE'S MAILING ADDRESS (including County):

105 E. Eggleston Street Manor, Texas 78653 Travis County

LIENHOLDER:

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

PROPERTY:

A Thirty Foot (30') Wide water and wastewater utility easement being a portion of Lots 12.03.2019

1A and 2A, Block B, Replat of Las Entradas North Section 1, Lot 1, Block B, an addition in the City of Manor, Travis County, Texas, according to the plat or map recorded in Instrument No. 202300014, Official Public Records of Travis County, Texas, being a portion of a tract described in Warranty Deed to Peter Dwyer, recorded in Instrument No. 2022196885, Official Public Records of Travis County, Texas, as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures, facilities, or improvements reasonably necessary and useful for water and wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto (the "Easement").

This Easement is subject to the following covenants:

- 1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the 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 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 such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.
- 2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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 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.

GRANTOR:

LLANO LAS ENTRADAS I, LLC,

a Texas limited liability company

By:

Matt Peterson, Manager

LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation

By:

Peter A. Dwyer, President

THE STATE OF TEXAS § §

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ______, as Manager of Llano Las Entradas I, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed on behalf of said company,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this th	eday of	2025.
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(SEAL)

Notary Public-State of

THE STATE OF TEXAS

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ______, as President of Las Entradas Development Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

§

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2025.

(SEAL)

Notary Public-State of _____

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 he 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

LIENHOLDER'S SUBORDINATION TO WATER & WASTEWATER UTILITY EASEMENT

Date:	_, 20		
Lienholder:			
Deed of Trust			
Date:			
Grantor:			
Grantor/Beneficiary:			
Recording Information:		, (or Clerk's File No County, Texas),

The property subject to the foregoing Water and Wastewater Utility 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 Water and Wastewater Utility Easement, and ratifies the Water and Wastewater Utility 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 Water and Wastewater Utility Easement.

LIENHOLDER:

D	
By:	
Its:	
-	

STATE OF	 §
COUNTY OF	 §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ______, Lienholder herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

Notary Public-State of _____

<u>Exhibit "A"</u> Easement Legal Description and Depiction [attached]



Technical Excellence Practical Experience Client Responsiveness

FIELD NOTES

FOR A 0.222 OF AN ACRE (9,669 SQUARE FEET) 30' WATER & WASTEWATER EASEMENT PAGE 1 OF 3

PROPERTY DESCRIPTION

FIELD NOTES TO THAT CERTAIN TRACT BEING A PORTION OF LOTS 1A AND 2A, BLOCK B, REPLAT OF LAS ENTRADAS NORTH SECTION 1, LOT 1, BLOCK B, AN ADDITION IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP RECORDED IN INSTRUMENT NO. 202300014, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), BEING A PORTION OF A TRACT DESCRIBED IN WARRANTY DEED TO PETER A. DWYER (HEREINAFTER REFERRED TO AS TRACT 12), RECORDED IN INSTRUMENT NO. 2022196885, O.P.R.T.C.T.; THE SUBJECT TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE):

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED "LANDESIGN" FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF GREGG MANOR ROAD (A CALLED 100-FEET WIDE RIGHT-OF-WAY DEDICATED UNDER INSTRUMENT NUMBER 2013102647, OF SAID OFFICIAL PUBLIC RECORDS) AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 290 (A VARIABLE WIDTH RIGHT-OF-WAY PER TXDOT RIGHT-OF-WAY MAP, CONTROL 114, SECTION 2, JOB 30), AT THE SOUTHWEST CORNER OF SAID LOT 2A, BLOCK B; **THENCE** NORTH 11° 08' 27" WEST, WITH THE COMMON LINE OF THE EAST RIGHT-OF-WAY LINE OF SAID GREGG MANOR ROAD AND SAID LOT 2A, A DISTANCE OF 191.80 FEET THE **POINT OF BEGINNING**;

- THENCE NORTH 11°08'27" WEST, ALONG THE COMMON LINE OF SAID LOT 2A AND SAID EAST RIGHT-OF-WAY LINE OF SAID GREGG MANOR ROAD, AT A DISTANCE OF 10.37 FEET PASSING A 1/2 INCH CAPPED REBAR STAMPED "KHA" FOUND AT THE NORTHWEST CORNER OF SAID LOT 2A, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 1A AND CONTINUING ALONG THE COMMON LINE OF SAID LOT 1A AND THE EAST RIGHT-OF-WAY LINE OF SAID GREGG MANOR ROAD, FOR A TOTAL DISTANCE OF 12.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT (CONCAVE NORTHEAST), HAVING A RADIUS OF 450.00 FEET, AND A CHORD WHICH BEARS NORTH 10°01'39" WEST, A DISTANCE OF 17.49 FEET;
- THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 17.49 FEET;
- THENCE NORTH 77° 52′ 10" EAST, INTO THE INTERIOR OF SAID LOT 1A, A DISTANCE OF 50.77 FEET;

PAGE 2 OF 3

- THENCE NORTH 84° 43' 33" EAST, CONTINUING INTO THE INTERIOR OF SAID LOT 1A, A DISTANCE OF 58.64 FEET;
- THENCE NORTH 77° 52' 10" EAST, IN PART THROUGH THE INTERIOR OF SAID LOT 1A AND INTO SAID TRACT 12, A DISTANCE OF 212.37 FEET;
- THENCE SOUTH 12° 07' 56" EAST, THROUGH THE INTERIOR OF SAID TRACT 12, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID TRACT 12 AND THE NORTH LINE OF A TRACT DESCRIBED IN WARRANTY DEED TO PETER A. DWYER (HEREINAFTER REFERRED TO AS 0.241-ACRE DWYER TRACT), RECORDED IN INSTRUMENT NO. 2023061201, O.P.R.T.C.T.;
- THENCE SOUTH 77° 52' 10" WEST, IN PART ALONG THE SOUTH LINE OF SAID TRACT 12, THE NORTH LINE OF SAID 0.241-ACRE DWYER TRACT, THE NORTH LINE OF LOTS 1 & 2, BLOCK A, LAS ENTRADAS NORTH 9900, AS RECORDED IN INSTRUMENT NO. 202300227, O.P.R.T.C.T., AT A DISTANCE OF 169.88 FEET, PASS A 1/2 INCH CAPPED REBAR STAMPED "JPH" FOUND AT THE COMMON CORNER OF SAID TRACT 12, SAID LOT 1, SAID LOTS 1A AND 2A AND INTO THE INTERIOR OF SAID LOT 2A, A DISTANCE OF 214.17 FEET;
- THENCE SOUTH 84° 43' 33" WEST CONTINUING INTO THE INTERIOR OF SAID LOT 2A, A DISTANCE OF 58.64 FEET;
- THENCE SOUTH 77° 52' 10" WEST CONTINUING THROUGH THE INTERIOR OF SAID LOT 2A, A DISTANCE OF 49.83 FEET TO THE POINT OF BEGINNING AND ENCLOSING ±9,669 SQUARE FEET.

CHRIS HENDERSON REGISTERED PROFESSIONAL LAND SURVEYOR № 6831 CHENDERSON@LANGAN.COM SEPTEMBER 10, 2024 PROJECT № 531043001 – WATER & WASTEWATER EASEMENT



LANGAN 9

