

VG-127-2021-211002

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 211002

Real Property Recordings

Recorded On: February 24, 2021 08:40 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$49.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 211002
Receipt Number: 20210224000004
Recorded Date/Time: February 24, 2021 08:40 AM
User: Melody E
Station: cclerk03

Record and Return To:

ZACHARY HUDLER



STATE OF TEXAS

Blanco County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla
Blanco County Clerk
Blanco County, TX

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

EASEMENT AGREEMENT FOR COMMON PARK OF C.P. LESTER SUBDIVISION

Date: February 19, 2021

Grantor: 7 River Place, LLC

Grantor's Mailing Address:

7 River Place, LLC
Michael E. Menem, Managing Member
300 Thomassen Road
Dripping Springs, Texas 78620

Grantee: C.P. Lester Homeowners Association, Inc.

Grantee's Mailing Address:

C.P. Lester Homeowners Association, Inc.
900 Esperanza Tr.
Johnson City, Texas 78636

Grantor's Lienholder: None.

Dominant Estate Property:

Lots 4, 5, 6, 11, 12 & 13, C.P. Lester Subdivision recorded at Volume 1, Page 3, Blanco County Plat Records & A Plat Showing a 0.27 & 2.03 Acre Tract of Land Out The Jack Shackleford Survey No. 41 ("Lot 0"), Blanco County, Texas more particularly described in the Survey attached hereto as Exhibit "A" and incorporated herein as if fully set forth at length.

Servient Estate Property:

Lots 4, 5, and 6, C.P. Lester Subdivision recorded at Volume 1, Page 3, Blanco County Plat Records & A Plat Showing a 0.27 & 2.03 Acre Tract of Land Out The Jack Shackleford Survey No. 41 ("Lot 0"), Blanco County, Texas more particularly described in the Survey attached hereto as Exhibit "A" and incorporated herein as if fully set forth at length.

Easement Description & Purpose: For providing free and uninterrupted use of the "Common Areas" subject to the Declaration of Restrictive Covenants of the C.P. Lester Subdivision duly recorded at Doc. No. 210996 of the Official Public Records of Blanco County, Texas, and any amendments thereto, said Common Areas being described as:

A centerline description of a 2.21 acre Common Area Park Easement, being a portion of that certain 2.04 acre tract land, otherwise known as Lot OUT, described in Volume 89, Page 161 of the Deed Records of Blanco County, Texas, also being a portion of those Certain Lots, to wit, Lot 6, Lot 5, and Lot 4, of the C.P. Lester Subdivision, a subdivision of record, described in Volume 1, Page 3 of the Plat Records of said County, being situated in the Jack Shackleford Survey No. 41, Abstract No. 561 in said County, as shown on the accompanying Map and Field Notes, said Map and Field Notes are attached hereto as Exhibit "A" and incorporated herein by reference as if set forth at length herein;

TOGETHER WITH A centerline description of a Twelve (12) Foot Wide Park Easement, being a portion of that certain 2.04 acre tract of land otherwise being described as Lot OUT described

in Volume 89, Page 161 of the Deed Records of Blanco County, Texas, also being a portion of that certain Lot 6 of the C.P. Lester Subdivision, a subdivision of record, described in Volume 1, Page 3 of the Plat Records of said County, being situated in the Jack Shackleford Survey No. 41, Abstract No. 561 in said County, a centerline of said Twelve (12) Foot Wide Park Easement, as shown on the accompanying Map and Field Notes, said Map and Field Notes are attached hereto as Exhibit "A" and incorporated herein by reference as if set forth at length herein;

This Easement is expressly limited to single family residence use only. Use of the easement for multiple residences or for business or commercial use is expressly prohibited, save and except for a business that is operated within a home.

This easement for use of Common Areas shall be accessible by owners, guests, or invitees of Lot Nos. 11, 12, and 13 solely by way of the Concrete Walkway set forth in the Easement Agreement for Sidewalks of C.P. Lester Subdivision recorded among the Official Public Records of Blanco County, Texas.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None, except those of record.

Exceptions to Warranty: None, except those of record.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Servient Estate for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty;

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Servient Estate for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Improvement and Maintenance of Easement Property.* The easement shall be maintained by the C.P. Lester Homeowners Association, Inc.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Servient Property is located.

9. *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 will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this

agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be

accurate, and constitute a part of the substantive agreement.

GRANTOR AND GRANTEE ACKNOWLEDGE THAT THIS CONVEYENCE IS BEING MADE WITHOUT THE BENEFIT OF A TITLE POLICY.

7 River Place, LLC:

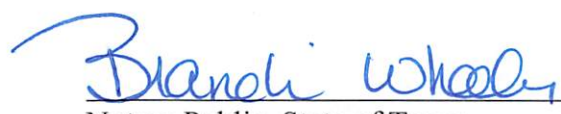


Michael E. Menem, Managing Member

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on February 19, 2021, by Michael E. Menem as Managing Member and duly authorized agent of 7 River Place, LLC.



Notary Public, State of Texas
My commission expires: 8-22-2023

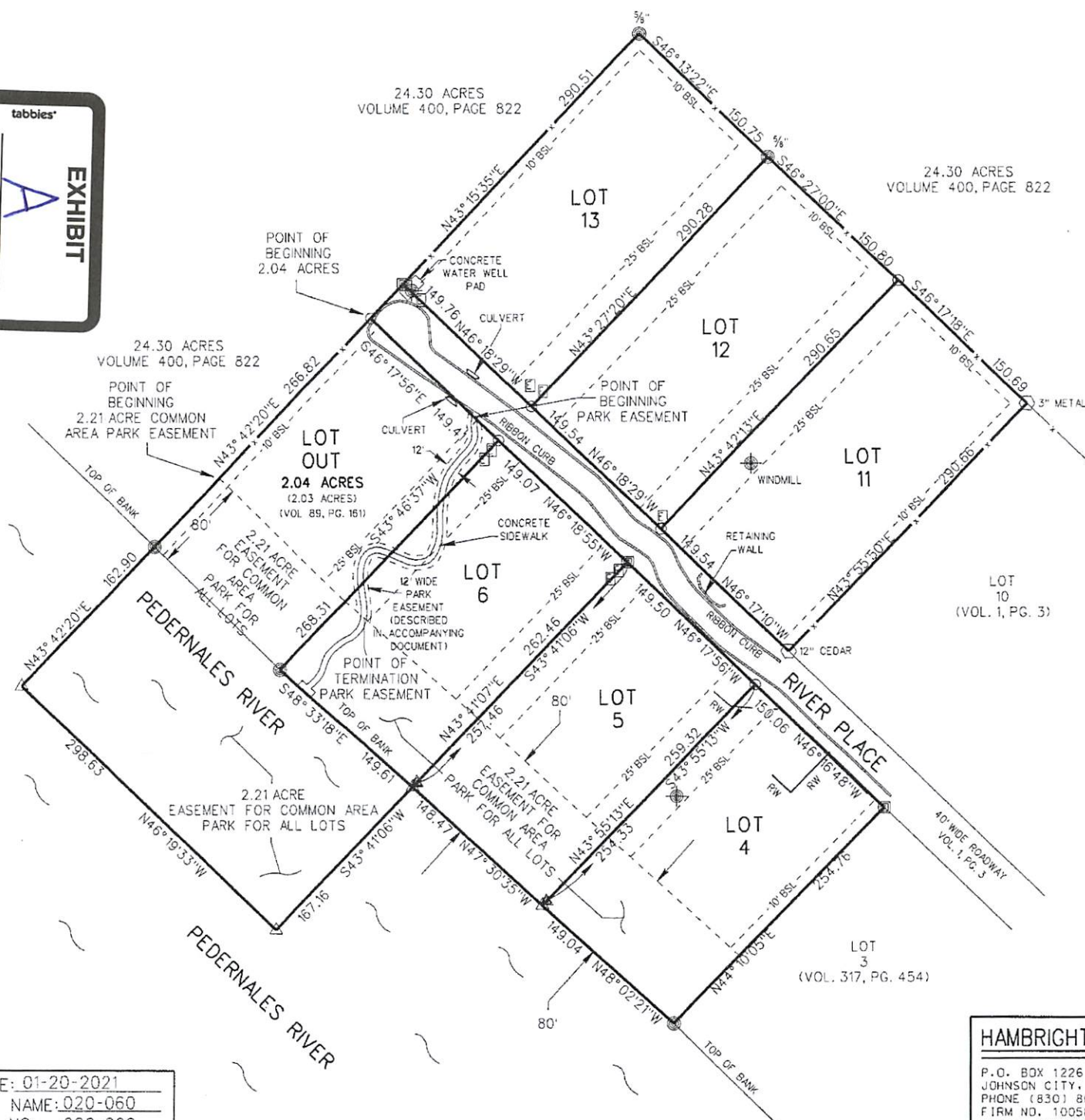


PREPARED IN THE OFFICE OF:
ZACHARY P HUDLER, P.C.
Attorney at Law
P.O. Box 1728
Johnson City, Texas 78636
Tel: 830.868.7651
Fax: 830.868.7636

AFTER RECORDING RETURN TO:
ZACHARY P HUDLER, P.C.
Attorney at Law
P.O. Box 1728
Johnson City, Texas 78636
Tel: 830.868.7651
Fax: 830.868.7636

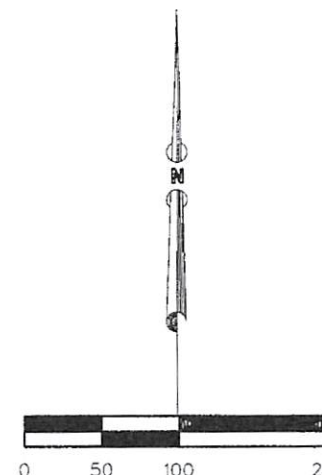


01-20-2021



LEGEND

- | | |
|---|---|
|  | CONCRETE MONUMENT FOUND |
|  | 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED) |
|  | FENCE POST AS NOTED |
|  | 1/2" IRON ROD SET |
|  | NAIL FOUND |
|  | CALCULATED POINT |
| OU | OVERHEAD UTILITIES |
| () | RECORD INFORMATION |
|  | WATER WELL |
|  | UTILITY HOOKUP |
| RW | ROCK WALL |
| BSL | BUILDING SETBACK LINE |



BASIS OF BEARING IS NAD83, GRID NORTH
CENTRAL TEXAS ZONE 5376

MAP TO ACCOMPANY FIELD NOTES
FN021-006 AND FN021-006-1

SURVEY OF A 2.21 ACRE COMMON AREA
PARK EASEMENT AND A SURVEY OF A
PARK EASEMENT, SITUATED IN
THE JACK SHACKELFORD SURVEY
NO. 41, ABSTRACT NO. 561,
BLANCO COUNTY, TEXAS

DATE: 01-20-2021

FILE NAME: 020-060

JOB NO: 020-060

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226
JOHNSON CITY, TEXAS 78636
PHONE (830) 868-2574
FIRM NO. 100587-00
EMAIL: HAMBRIGHTSURVEY@GMAIL.COM

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226
JOHNSON CITY, TEXAS 78636
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EMAIL: HAMBRIGHTSURVEY@GMAIL.COM

JANUARY 20th, 2021, JOB NO. 020-060, FIELD NOTE NO. 020-060,
PROJECT: TWELVE FOOT WIDE PARK EASEMENT

FIELD NOTES

A CENTERLINE DESCRIPTION OF A OF TWELVE (12) FOOT WIDE PARK EASEMENT, BEING A PORTION OF THAT CERTAIN 2.04 ACRE TRACT OF LAND, OTHERWISE KNOWN AS LOT OUT, DESCRIBED IN VOLUME 89, PAGE 161 OF THE DEED RECORDS OF BLANCO COUNTY, ALSO BEING A PORTION OF THAT CERTAIN LOT 6 OF THE C.P. LESTER SUBDIVISION, A SUBDIVISION OF RECORD, DESCRIBED IN VOLUME 1, PAGE 3 OF THE PLAT RECORDS OF SAID COUNTY, BEING SITUATED IN THE JACK SHACKELFORD SURVEY NO. 41, ABSTRACT NO. 561 IN SAID COUNTY, THE CENTERLINE OF SAID TWELVE (12) FOOT WIDE PARK EASEMENT, AS SHOWN ON THE ACCOMPANYING MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a calculated point in the centerline of a concrete sidewalk, being in the northeast line of said 2.04 acres, being in the south right-of-way line of River Place, a forty (40) foot wide roadway shown by plat recorded in Volume 1, Page 3 of the Plat Records of said county, from which a ½" iron rod found for the north corner of Lot 6 of said subdivision, bears S46°17'56"E, 27.65 feet;

THENCE along the centerline of said concrete sidewalk, crossing said 2.04 acres and crossing said Lot 6, the following forty-eight (48) courses:

1. S12°31'20"W, 1.59 feet to a calculated point;
2. S09°24'56"W, 2.32 feet to a calculated point;
3. S00°15'47"E, 2.70 feet to a calculated point;
4. S07°25'09"E, 6.31 feet to a calculated point;
5. S01°39'52"W, 3.15 feet to a calculated point;
6. S12°29'42"W, 4.28 feet to a calculated point;
7. S30°07'54"W, 6.46 feet to a calculated point;
8. S42°07'02"W, 6.62 feet to a calculated point;
9. S42°53'38"W, 5.42 feet to a calculated point;
10. S40°54'43"W, 4.96 feet to a calculated point;
11. S38°46'31"W, 5.04 feet to a calculated point;
12. S34°30'32"W, 4.90 feet to a calculated point;
13. S30°20'04"W, 4.99 feet to a calculated point;
14. S21°22'53"W, 4.82 feet to a calculated point;
15. S16°48'14"W, 5.14 feet to a calculated point;
16. S12°39'29"W, 5.17 feet to a calculated point;
17. S09°27'37"W, 5.17 feet to a calculated point;
18. S06°44'02"W, 5.23 feet to a calculated point;
19. S04°39'44"W, 5.20 feet to a calculated point;
20. S00°21'56"W, 5.09 feet to a calculated point;
21. S00°46'52"W, 5.24 feet to a calculated point;
22. S01°18'27"E, 5.30 feet to a calculated point;
23. S04°54'45"W, 5.52 feet to a calculated point;
24. S11°48'40"W, 5.46 feet to a calculated point;
25. S22°45'43"W, 5.41 feet to a calculated point;

PAGE 1 OF 2

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226

JOHNSON CITY, TEXAS 78636

TEXAS FRIM NO. 100587-00

PHONE: (830) 868-2574

EMAIL: HAMBRIGHTSURVEY@GMAIL.COM

26. S28°14'33"W, 5.33 feet to a calculated point;
27. S47°01'44"W, 5.62 feet to a calculated point;
28. S72°44'02"W, 5.35 feet to a calculated point;
29. S87°48'14"W, 5.75 feet to a calculated point;
30. N78°28'34"W, 5.61 feet to a calculated point;
31. N69°00'03"W, 5.37 feet to a calculated point;
32. N66°16'29"W, 5.26 feet to a calculated point;
33. N65°44'47"W, 5.10 feet to a calculated point;
34. N68°40'31"W, 4.95 feet to a calculated point;
35. N72°11'49"W, 4.81 feet to a calculated point;
36. N87°35'14"W, 4.46 feet to a calculated point;
37. S73°03'29"W, 4.27 feet to a calculated point;
38. S52°10'25"W, 4.27 feet to a calculated point;
39. S33°06'36"W, 4.44 feet to a calculated point;
40. S19°36'35"W, 4.56 feet to a calculated point;
41. S10°15'54"W, 4.85 feet to a calculated point;
42. S02°16'14"W, 4.95 feet to a calculated point;
43. S01°09'12"E, 5.07 feet to a calculated point;
44. S06°38'41"E, 4.88 feet to a calculated point;
45. S09°29'39"E, 5.07 feet to a calculated point;
46. S08°39'29"E, 5.22 feet to a calculated point;
47. S07°51'38"E, 5.21 feet to a calculated point;
48. S01°12'13"E, 10.65 feet to a calculated point for the **POINT OF TERMINATION** in the northeast line of that certain 2.21 acre common area park easement this day surveyed.

