



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 09, 2025 04:26 PM Fee: \$61.00

2025002602

Electronically Recorded

PATTEN
TITLE COMPANY
GF#: 9992-24-52507TB

EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THIS EASEMENT (the "Agreement") is made and entered into January ^{3rd} 2025 ("Effective Date"), by Sponsel Interests, Ltd., a Texas limited partnership (herein called "Grantor"), and New House Properties, LLC, a Colorado limited liability company (herein called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land situated in Travis County, Texas, which is described in **Exhibit A** attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Servient Estate"),

WHEREAS, Grantee is the owner of that certain tract of land situated in Travis County, Texas, which is described in **Exhibit B** attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Dominant Estate"),

WHEREAS, Grantor desires to grant a right-of-way easement over a portion of the Servient Estate for the purpose of ingress and egress to and from the Dominant Estate, all upon the terms, conditions and limitations hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and agreements hereinafter contained and the benefit accruing to each of the parties hereto under the provisions hereof, the parties hereto do hereby agree as follows:

1. Grant of Easement. Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to Grantee, its heirs, successors, legal representatives and assigns, a permanent, perpetual, private and non-exclusive right-of-way and easement over that portion of the Servient Estate, which is described in **Exhibit C** attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Easement"), for the purposes of:

- (a) Pedestrian ingress, egress and regress;
- (b) Ingress, egress and regress and maintaining the stairs located in the Easement subject, however, to the covenants and conditions hereinafter set forth, all of which shall be covenants running with the land. Without limiting the generality of the foregoing, the Easement granted herein shall and does hereby create in Grantee and all future owners and mortgagees of the Dominant Estate or any portion thereof, and their respective successors, heirs, legal representatives, assigns, invitees, and licensees, the free and uninterrupted, but non-exclusive, as hereinafter provided, use, liberty, privilege, enjoyment and easement at any time of passing across, upon and over the Easement for

the purposes specified herein. Further, without limiting the generality of the foregoing, the Easement granted herein (i) shall be permanent, perpetual, private and non-exclusive, it being understood that the Grantor is not dedicating the Easement for use by the general public and hereby retains the right to use the Easement as the Grantor may deem proper, provided that the use of the Easement does not obstruct or prevent the use of the same by Grantee, its heirs, successors, legal representatives and assigns, for the uses and purposes hereinafter described and (ii) shall be for the benefit of the Dominant Estate, or any part thereof, and (iii) shall inure to the benefit of any persons, firms, entities or corporations (including their respective heirs, successors, legal representatives and assigns), as well as their invitees, licensees, and mortgagees, to whom the Dominant Estate, or any portion thereof, shall be in turn conveyed by Grantee.

2. Binding Effect. The grants and the obligations, benefits and burdens of the parties hereto shall be covenants running with the land and shall apply to, be binding upon and inure to the benefit of all present and future owners, and mortgagees of all or any portion of the Dominant Estate and the Servient Estate, and their respective heirs, successors, legal representatives and assigns. It is understood and agreed that the rights, obligations and liabilities of the respective owners of the Dominant Estate and the Servient Estate as herein set forth shall apply to, be binding upon and inure to the benefit of the owners of the Dominant Estate and the Servient Estate only during such time as such persons, firms or entities are record owners of the Dominant Estate and the Servient Estate.

3. Amendment or Modification. This Agreement may be amended or modified only by an instrument in writing executed by the then owners of the Dominant Estate and the Servient Estate, with the joinder of all mortgagees with respect to the Dominant Estate and the Servient Estate, or any part or parts thereof, to evidence the consent of such mortgagees to such amendment or modification.

4. Attorney's Fees. If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

5. Binding Effect. This Agreement binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

6. Choice of Law/Exclusive Venue. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Exclusive venue for any disputes relating to this Agreement is in Travis County, Texas, in which the Properties are located.

7. Counterparts. This Agreement may be executed in multiple counterparts. All counterparts taken together constitute this Agreement.

8. Waiver of Default. A default is not waived if the nondefaulting Party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

9. 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.

10. Survival. The obligations of the Parties in this Agreement that cannot be or were not performed before termination of this Agreement survive termination of this Agreement.

11. Entire Agreement. This Agreement and any exhibits are the entire Agreement of the Parties concerning their respective Properties and the Easement granted herein. There are no representations, agreements, warranties, or promises, and neither Party is relying on any statements or representations of the other Party or any agent of the other Party, that are not expressly included in this Agreement and its exhibits.

12. Legal Construction. If any provision in this Agreement is 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. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

13. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

[REMAINDER OF PAGE BLANK- SIGNATURES ON THE FOLLOWING PAGE]

EXECUTED in multiple original counterparts this 3rd day of January, 2025, to be effective as of the Effective Date set forth above.

GRANTOR:

SPONSEL INTERESTS, LTD., a Texas limited partnership

[Handwritten Signature]

Name: Thane Tyler Sponsel III

Title: Managing Partner

Address: 50 Briar Hollow Ln., Suite 370 West Houston, Texas 77027

THE STATE OF TEXAS

§

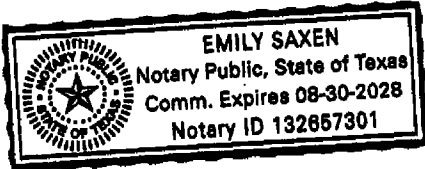
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on the 3rd day of January, 2025, by Thane Tyler Sponsel III, Managing Partner of Sponsel Interests, Ltd., on behalf of said limited partnership.

[Handwritten Signature]
Notary Public in and for The State of Texas



GRANTEE:

NEW HOUSE PROPERTIES, LLC
a Colorado limited liability company

Name: _____
Title: _____
Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on the ___ day of January, 2025, by _____ of New House Properties, LLC, on behalf of said limited liability company.

Notary Public in and for The State of Texas

EXECUTED in multiple original counterparts this 6th day of January, 2025, to be effective as of the Effective Date set forth above.

GRANTOR:

SPONSEL INTERESTS, LTD., a Texas limited partnership

Name: Thane Tyler Sponsel III
Title: Managing Partner
Address: 50 Briar Hollow Ln., Suite 370 West
Houston, Texas 77027

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of January, 2025, by _____ of Sponsel Interests, Ltd., on behalf of said limited partnership.

Notary Public in and for The State of Texas

GRANTEE:

NEW HOUSE PROPERTIES, LLC
a Colorado limited liability company

Kimberly Nyhus
Name: Kimberly Nyhus
Title: owner
Address: 1743 S. marion St.
Denver, CO 80210

THE STATE OF Colorado §
 §
COUNTY OF Denver §

This instrument was acknowledged before me on the 6th day of January, 2025, by Kimberly Nyhus, owner of New House Properties, LLC, on behalf of said limited liability company.

Miguel Sanchez
Notary Public in and for The State of Texas

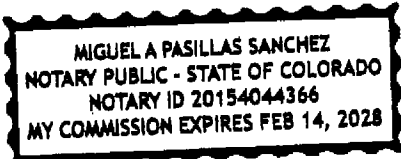


EXHIBIT A

Legal Description

Lot 119, POINT VENTURE SECTION ONE (1), a Subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 48, Page 70 of the Plat Records of Travis County, Texas.

Subject property also referred to as 18401 Lakepoint Cove, Lago Vista, Texas 78645

EXHIBIT B

Legal Description

Lot 118, POINT VENTURE SECTION ONE (1), a Subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 48, Page 70 of the Plat Records of Travis County, Texas.

Subject property also referred to as 18403 Lakepoint Cove, Lago Vista, Texas 78645

EXHIBIT C

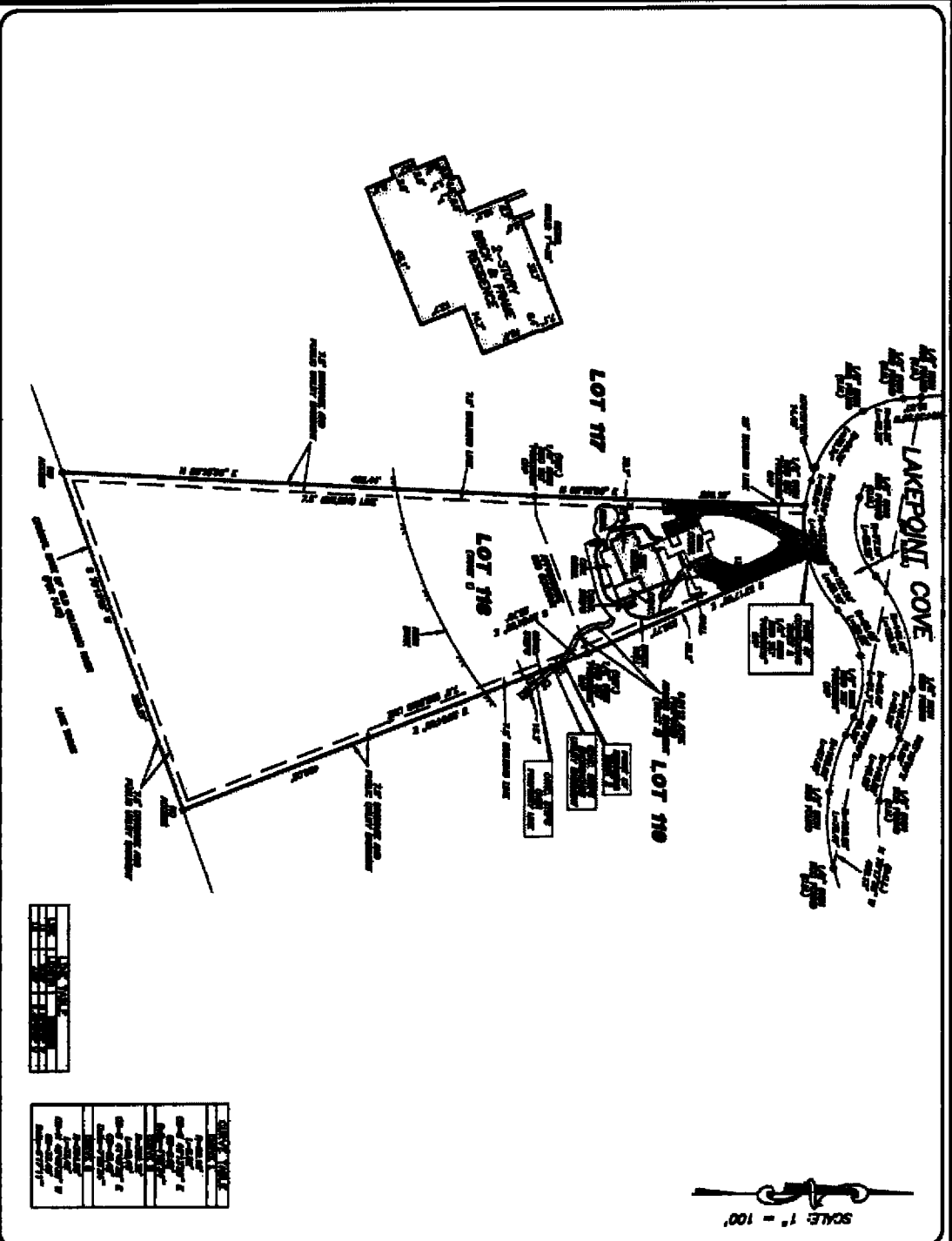
Easement

[Description Attached]



PRECISION
SURVEYORS

1-800-4-A-SURVEYOR
 202-261-1200 FAX 202-261-1202 202-261-1204
 202-261-1205 202-261-1206 202-261-1207
 202-261-1208 202-261-1209 202-261-1210
 202-261-1211 202-261-1212 202-261-1213
 202-261-1214 202-261-1215 202-261-1216
 202-261-1217 202-261-1218 202-261-1219
 202-261-1220 202-261-1221 202-261-1222
 202-261-1223 202-261-1224 202-261-1225
 202-261-1226 202-261-1227 202-261-1228
 202-261-1229 202-261-1230 202-261-1231
 202-261-1232 202-261-1233 202-261-1234
 202-261-1235 202-261-1236 202-261-1237
 202-261-1238 202-261-1239 202-261-1240



1/4" = 100'	1/8" = 200'	1/16" = 400'	1/32" = 800'
-------------	-------------	--------------	--------------

1/4" = 100'	1/8" = 200'	1/16" = 400'	1/32" = 800'
-------------	-------------	--------------	--------------

THE OFFICIAL SURVEY OF THE
STATE OF TEXAS
COMMISSIONERS OF LAND
COMMISSION

APPROVED FOR THE SURVEY OF THE

1. THIS SURVEY WAS MADE BY THE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1989, AS AMENDED.

OF NO. 9908-34-000078 PATTEN TITLE
 ADDRESS: 18401 LAKEPOINT COVE
 LAND VSDA, TEXAS 78045
 EASEMENT:

TRACT 1: LOT 118
TRACT 2

PROPOSE ACCESS EASEMENT
POINT VENTURE, SECTION 1

ACCORDING TO THE MAP ON FILE THEREBY RECORDED
 IN VOLUME 48, PAGE 70 OF THE MAP RECORDS
 OF TRAVIS COUNTY, TEXAS
 (SEE ATTACHED METES AND BOUNDS DESCRIPTION)



STATE OF TEXAS §
 §
 §
 §
 §
 §
 §
 §
 §
 §
 §
 §
 §
COUNTY OF TRAVIS §

Metes & Bounds Property Descriptions:

TRACT 2: PROPOSE ACCESS EASEMENT

A tract of land containing 169 Square Feet, being out of Lot 119 of Point Venture, Section 1, a subdivision in Travis County, Texas, according to the Map or Plat thereof recorded in Volume 48, Page 70 of the Map Records of Travis County, Texas (M.R.T.C.T.). Said Lot 119 also being that same tract of land recorded in the name of Sponset Interest, Ltd, under Doc. No. 93118872 of the Real Property of Travis County, Texas (R.P.R.T.C.T). Said 169 Square Feet of land being more particularly described by metes and bounds as follows:
(Bearings based in Volume 48, Page 70 of the M.R.T.C.T.)

COMMENCING at a 1/2 inch iron rod set with Precision cap in the southerly right-of-way (R.O.W.) line of Lakepoint Cove (50 Feet R.O.W.) for the northeasterly corner of Lot 118 of said Point Venture, Section 1 and the northwesterly corner of said Lot 119:

THENCE, SOUTH 23° 17' 00" EAST, along the common easterly line of said Lot 118 and the westerly line of said Lot 119, a distance of 235.77 Feet to a 1/2 inch iron rod set with Precision cap at an angle point:

THENCE, SOUTH 20° 54' 00" EAST, along the common easterly line of said Lot 118 and the westerly line of said Lot 119, a distance of 25.79 Feet to a point for the northerly corner and POINT OF BEGINNING of this tract, said corner also being at a point on a curve to the right:

THENCE, across said Lot 119 and along the edge of concrete steps are the following four (4) courses:

- 1) Along the arc of said curve to the right have a radius of 80.16 Feet, an arc length of 2.62 Feet, a central angle of 01° 52' 24" EAST ~ 2.62 Feet and a chord bearing and distance of SOUTH 46° 13' 29" EAST ~ 2.62 Feet to a point of reverse curve for corner:
- 2) Along the arc of a curve to the left have a radius of 308.32 Feet, an arc length of 42.46 Feet, a central angle of 07° 53' 24" and a chord bearing and distance of SOUTH 41° 49' 22" EAST ~ 42.42 Feet to a point at the end of concrete steps for corner:
- 3) SOUTH 44° 10' 49" WEST, along the southeasterly line of said concrete steps, a distance of 4.28 Feet to a point at the end of concrete steps for corner:
- 4) Along the arc of a curve to the right have a radius of 304.56 Feet, an arc length of 33.42 Feet, a central angle of 06° 17' 11" and a chord bearing and distance of NORTH 42° 40' 36" WEST ~ 33.40 Feet to a point in the common easterly line of said Lot 118 and the westerly line of said Lot 119 for corner:

THENCE, NORTH 20° 54' 00" WEST, along the common easterly line of said Lot 118 and the westerly line of said Lot 119 and of this tract, a distance of 12.78 Feet to the POINT OF BEGINNING and containing 169 Square Feet of land.

(See attached drawing.)



Edilberto V. Barrientos
Registered Professional Land Surveyor
No. 5364
Job No. SA24-02395 (Tract 2)
January 03, 2025