

CITY OF MANOR PURCHASE AGREEMENT
Manor FM 973 & US 290 Water Line Project; Parcel 5

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Cube HHF Limited Partnership, a Delaware limited partnership** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Water Line Easement Parcel: All that certain tract, piece or parcel of land consisting of 2,338 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Temporary Construction Easement Parcel: All that certain tract, piece or parcel of land consisting of 2,338 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. NINETEEN THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100'S DOLLARS (**\$19,695.00**) total shall be paid by the City for a permanent and temporary easement to the Water Line Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a water line easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be

satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Water Line Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Water Line Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Water Line Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

CUBE HHF LIMITED PARTNERSHIP
a Delaware limited partnership

By: CUBE Venture GP, LLC,
a Delaware limited liability company,
its general manager

By: CubeSmart, L. P.,
a Delaware limited partnership,
its managing member

By: CubeSmart,
a Maryland real estate investment trust,
its general partner

By:  _____

Name: Jeffrey P. Foster

Title: Secretary and Chief Legal Officer

3/21/2024
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

By: _____
Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date

Parcel No. 5
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 703990

FIELD NOTES FOR A 2,338 SQUARE FOOT WATERLINE EASEMENT:

A 2,338 Square Foot Waterline Easement, being a portion of Lot 1, Manor Storage, a plat of subdivision recorded in Document No. 200400240, of the Official Public Records of Travis County, Texas. Said 2,338 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said Lot 1 and Lot 2, of said Manor Storage, from which a found 1/2" iron rod with a yellow cap, in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for the northerly most common corner between said Lots 1 & 2, bears N 13° 57' 19" E, with said common line, a distance of 11.98 feet;

THENCE: S 13° 57' 19" W, with said common line, a distance of 15.51 feet, to a point for corner;

THENCE: Over and across said Lot 1, the following three (3) courses:

1. S 89° 12' 55" W, a distance of 84.85 feet, to a point for corner;
2. S 86° 58' 15" W, a distance of 63.55 feet, to a point for corner;
3. S 87° 29' 06" W, a distance of 7.48 feet, to a point in the common line between said Lot 1 and the remainder of a called 10.000 Acre tract of land recorded in Document No. 2021219060, of the Official Public Records of Travis County, Texas, for corner;

THENCE: N 13° 57' 14" E, with said common line, a distance of 15.64 feet, to a point for corner, from which a found 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" in the south line of said U.S. 290, for the Northerly most common corner of said Lot 1 and said remainder of a called 10.000 Acre tract, bears N 13° 57' 14" E, with said common line, a distance of 8.99 feet;

THENCE: Over and across said Lot 1, the following three (3) courses:

1. N 87° 29' 06" E, a distance of 2.98 feet, to a point for corner;
2. N 86° 58' 15" E, a distance of 63.77 feet, to a point for corner;
3. N 89° 12' 55" E, a distance of 89.09 feet, to the **POINT OF BEGINNING** and containing 2,338 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Scott F. Ammons

FIELD NOTES FOR A 2,338 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A 2,338 Square Foot Temporary Construction Easement, being a portion of Lot 1, Manor Storage, a plat of subdivision recorded in Document No. 200400240, of the Official Public Records of Travis County, Texas. Said 2,338 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said Lot 1 and Lot 2, of said Manor Storage, from which a found 1/2" iron rod with a yellow cap, in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for the northerly most common corner between said Lots 1 & 2, bears N 13° 57' 19" E, with said common line, a distance of 27.49 feet;

THENCE: S 13° 57' 19" W, with said common line, a distance of 15.51 feet, to a point for corner;

THENCE: Over and across said Lot 1, the following three (3) courses:

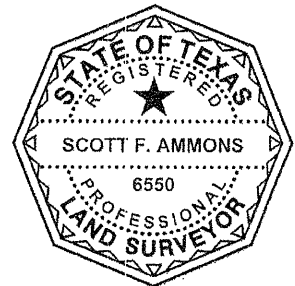
1. S 89° 12' 55" W, a distance of 80.61 feet, to a point for corner;
2. S 86° 58' 15" W, a distance of 63.32 feet, to a point for corner;
3. S 87° 29' 06" W, a distance of 11.98 feet, to a point in the common line between said Lot 1 and the remainder of a called 10.000 Acre tract of land recorded in Document No. 2021219060, of the Official Public Records of Travis County, Texas, for corner;

THENCE: N 13° 57' 14" E, with said common line, a distance of 15.64 feet, to a point for corner, from which a found 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" in the south line of said U.S. 290, for the Northerly most common corner of said Lot 1 and said remainder of a called 10.000 Acre tract, bears N 13° 57' 14" E, with said common line, a distance of 24.63 feet;


THENCE: Over and across said Lot 1, the following three (3) courses:

1. N 87° 29' 06" E, a distance of 7.48 feet, to a point for corner;
2. N 86° 58' 15" E, a distance of 63.55 feet, to a point for corner;
3. N 89° 12' 55" E, a distance of 84.85 feet, to the POINT OF BEGINNING and containing 2,338 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.

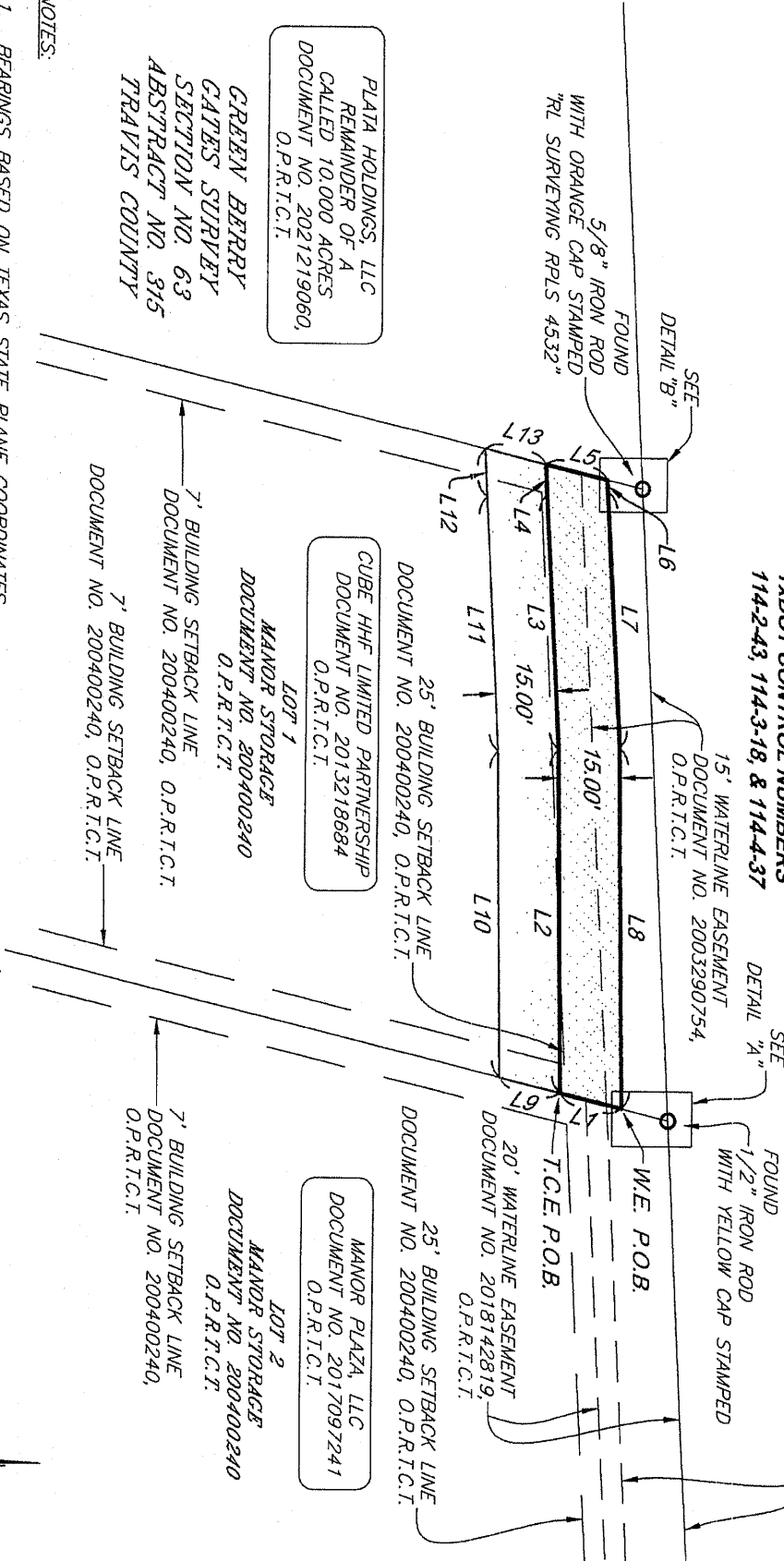


Handwritten signature

 © George Butler Associates, Inc. 2023	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER
		15110.01		2 of 4
		DATE		
		08/28/2023		

U.S. HIGHWAY NO. 290
 (VARIABLE WIDTH RIGHT-OF-WAY)
 TXDOT ACCOUNT NUMBER 8014-1-178
 TXDOT CONTROL NUMBERS
 114-2-43, 114-3-18, & 114-4-37

15' WATERLINE EASEMENT
 DOCUMENT NO. 2003290755, O.P.R.T.C.T.



PLATA HOLDINGS, LLC
 REMAINDER OF A
 CALLED 10.000 ACRES
 DOCUMENT NO. 2021219060,
 O.P.R.T.C.T.

GREEN BERRY
 GATES SURVEY
 SECTION NO. 63
 ABSTRACT NO. 315
 TRAVIS COUNTY

CUBE HNF LIMITED PARTNERSHIP
 DOCUMENT NO. 2013218694
 O.P.R.T.C.T.

LOT 1
 MANORA STORAGE
 DOCUMENT NO. 200400240
 O.P.R.T.C.T.

MANORA PLAZA, LLC
 DOCUMENT NO. 2017097241
 O.P.R.T.C.T.

LOT 2
 MANORA STORAGE
 DOCUMENT NO. 200400240
 O.P.R.T.C.T.

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES,
 CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

- Denotes W.E. 891 Square Feet of Proposed Waterline Easement
 Lies Within Existing Waterline Easement
- Denotes T.C.E. 2,321 Square Feet of Proposed Waterline Easement
 Lies Within Existing Building Setback Line
- 2,338 Square Feet



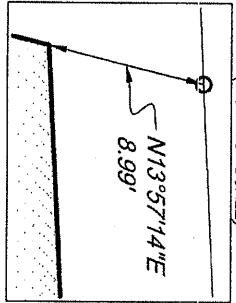
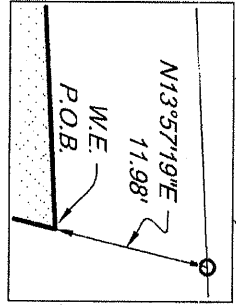
Scale : 1"=40'

GBA
architecte
engineers
 2301 Double Creek Drive
 Building 1, Suite 110
 Round Rock, Texas 78664
 512.616.0055
 www.gbateam.com

PROJECT NUMBER	15110.01
DATE	08/28/2023

Exhibit "A"
 WATERLINE EASEMENT
 MANOR, TRAVIS CO., TX

SHEET NUMBER
3 of 4



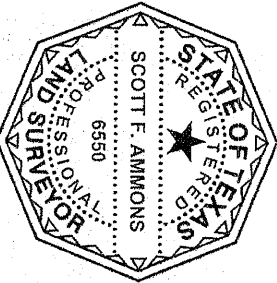
LEGEND

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- W.E. WATERLINE EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

Scott F. Ammons

SCOTT F. AMMONS
 REGISTERED PUBLIC LAND SURVEYOR NO. 6550
 STATE OF TEXAS



Line Table		
Line #	Bearing	Distance
L1	S13° 57' 19"W	15.51
L2	S89° 12' 55"W	84.85
L3	S86° 58' 15"W	63.55
L4	S87° 29' 06"W	7.48
L5	N13° 57' 14"E	15.64
L6	N87° 29' 06"E	2.98
L7	N86° 58' 15"E	63.77
L8	N89° 12' 55"E	89.09
L9	S13° 57' 19"W	15.51
L10	S89° 12' 55"W	80.61
L11	S86° 58' 15"W	63.32
L12	S87° 29' 06"W	11.98
L13	N13° 57' 14"E	15.64

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GBA
 architects
 engineers

George Butler Associates, Inc. 2023 TBPELS FIRM #10194808

PROJECT NUMBER
 15110.01

DATE
 08/28/2023

Exhibit "A"
 WATERLINE EASEMENT
 MANOR, TRAVIS CO., TX

SHEET NUMBER

4 of 4

COPY

EXHIBIT "B"

**WATERLINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

That, **Cube HHF Limited Partnership**, a Delaware limited partnership ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee** a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 2,338 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit "A", hereby incorporated by reference and made a part hereof for all purposes, with said 2,338 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 2,338 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A" Page 2 pf 4 (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

COPY

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including specifically the right to maintain within the **Permanent Easement** and **Temporary Construction Easement** the existing billboard sign denoted on Exhibit "A" **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

Grantee shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

COPY

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

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** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

GRANTOR:

CUBE HHF LIMITED PARTNERSHIP
a Delaware limited partnership

By: CUBE Venture GP, LLC,
a Delaware limited liability company,
its general manager

By: CubeSmart, L. P.,
a Delaware limited partnership,
its managing member

By: CubeSmart,
a Maryland real estate investment trust,
its general partner

By: _____

Name: Jeffrey P. Foster

Title: Secretary and Chief Legal Officer

Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

COPY

***** NOTARY ACKNOWLEDGEMENTS *****

COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF CHESTER §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Jeffrey P. Foster, the Secretary and Chief Legal Officer of CubeSmart, a Maryland real estate investment trust, general partner of CubeSmart, L.P., a Delaware limited partnership, managing member of CUBE Venture GP, LLC, a Delaware limited liability company, general partner of CUBE HHF LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said entity and acknowledged that he signed and delivered said Instrument as his own free and voluntary act for the uses and purposes therein set forth.

Notary Public, State of Pennsylvania

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 _____ 2024, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, 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.

Notary Public-State of Texas

Parcel No. 5
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 703990

AFTER RECORDING RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653