

CITY OF MANOR PURCHASE CONTRACT

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to grant a Special Warranty Deed, Slope Easement and Temporary Construction Easement to the City of Manor, herein called the City, a municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the fee simple, permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted in **EXHIBITS "A", "B" and "C"**, respectively, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$33,607.00 shall be paid by the City for the fee simple, permanent and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

Owner agrees to convey to the City fee simple, permanent and temporary easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Special Warranty Deed, Slope Easement and Temporary Construction Easement in the form and substance as the attached instruments shown as **EXHIBITS "D", "E" and "F"**, respectively.

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Special Warranty Deed, Slope Easement and Temporary Construction Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Special Warranty Deed, Slope Easement and Temporary Construction Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed, Slope Easement and Temporary Construction Easement instruments, the above-stated

amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price shall be the fair market value of the property at the time the public use was canceled.

Owner and the City agree that said fee simple, permanent and temporary easement property rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor

SELLER:

**Timmermann Commercial Investments, LP
a Texas limited partnership**

By: **Timmermann GP, LLC
a Texas limited liability company**

Date: _____



Geraldine Timmermann, Manager

Date: _____



Barth Timmermann, Manager

Project Name: Old Kimbro Road
Parcel No.: 1
TCAD Tax ID: 236951

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A", "B" and "C"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2021.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date



25,921 SQUARE FEET
RIGHT-OF-WAY DEDICATION
TERRELL TIMMERMANN

DESCRIPTION OF A 25,921 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 25,921 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Type 1 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the northwesterly line of Old Kimbro Road (R.O.W. varies), for the most southerly or southeast corner of said 52.7158 Acre Tract and the herein described tract

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 52.7158 Acre Tract, a distance of 21.78 feet to a calculated point, for the southwesterly corner of the herein described tract;

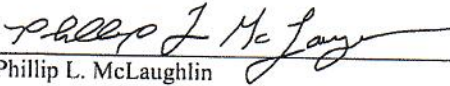
THENCE N26°31'49"E, over and across said 52.7158 Acre Tract, a distance of 1453.57 feet to a calculated point in the southerly or southwest line of a 8.00 acre tract described in a deed of record to John Jonse, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas, for the most northerly or northwest corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 986.93 feet;

THENCE S62°39'26"E, with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 17.05 feet to an iron pipe found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of said 52.7158 Acre Tract and said 8.00 Acre Tract, for the most easterly or northeast corner of the herein described tract;

THENCE S26°27'45"W, with the northwesterly line of said Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 1442.25 feet to the **POINT OF BEGINNING**, containing an area of 25,921 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-ROW1-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 06-16-20
Registered Professional Land Surveyor
State of Texas No. 5300



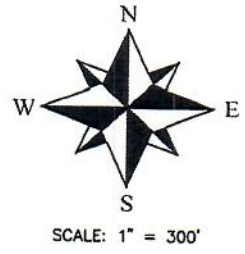
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT "A"

Page 2 of 2

LEGEND

- TYPE 1 TXDOT MONUMENT FOUND
- ⊙ IRON PIPE FOUND
- CALCULATED POINT



90.089 AC.
RHOF, LLC
(DOC. 2017194263)

267.942 AC
SKY VILLAGE KIMBRO ESTATES, LLC
(DOC. 2016214460)

BENITEZ SUBDIVISION
LOT 1, BLOCK A
(DOC. 200300279)

2.317 AC.
JOHN GEBAUER, JR.
(VOL. 13391, PG. 3186)

4.00 AC
KIRK J. & CATHY W. JONSE
(VOL. 13207, PG. 97)

8.00 AC
JOHN JONSE, ET UX
(VOL. 4176, PG. 2117)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

52.7158 AC
TERRELL TIMMERMANN
(DOC. 2011144639)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

REMAINDER OF 180.83 AC
ALMA JUANITA MEIER, ET AL
(VOL. 11376, PG. 676)

U.S. HIGHWAY 290
(R.O.W. VARIES)

S85°56'57"W
21.78'

25,921 SQ. FT.
R.O.W. DEDICATION
N28°31'49"E 1453.57'
S26°27'45"W 1442.25'

OLD KIMBRO ROAD
(R.O.W. VARIES)

S62°39'26"E
17.05'

N62°39'26"W
986.93'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-R0W1-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\20230_GR-BASE
DATE: JUNE 16, 2020

25,921 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000



13,752 SQUARE FEET
SLOPE EASEMENT
TERRELL TIMMERMANN

DESCRIPTION OF A 13,752 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 13,752 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies), same being the southeasterly line of said 52.718 Acre Tract, from which a Type 1 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the northwesterly line of said Old Kimbro Road, for the southeasterly corner of said 52.7158 Acre Tract, bears S26°27'45"W, a distance of 285.57 feet, and also from which an iron pipe found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of a 8.00 acre tract described in a deed of record to John Jonse, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas and said 52.7158 Acre Tract bears N26°27'45"E, a distance of 1156.68 feet;

THENCE N63°32'15"W, over and across said 52.7158 Acre Tract, a distance of 18.41 feet to a calculated point, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 52.7158 Acre Tract the following eighteen (18) courses:

1. N18°48'29"E, a distance of 66.20 feet to a calculated point to a calculated point;
2. N43°31'47"E, a distance of 22.19 feet to a calculated point;
3. N24°45'54"E, a distance of 246.50 feet to a calculated point;
4. N31°17'10"E, a distance of 60.31 feet to a calculated point;
5. N26°31'49"E, a distance of 197.96 feet to a calculated point;
6. N08°50'47"E, a distance of 11.17 feet to a calculated point;
7. N26°49'14"E, a distance of 54.03 feet to a calculated point;
8. N05°49'38"E, a distance of 38.76 feet to a calculated point;
9. N38°51'24"E, a distance of 23.63 feet to a calculated point;
10. N32°28'56"W, a distance of 75.64 feet to a calculated point;
11. N60°13'00"E, a distance of 53.02 feet to a calculated point;
12. N82°51'43"E, a distance of 34.61 feet to a calculated point;
13. N38°42'35"E, a distance of 65.40 feet to a calculated point;
14. N21°57'41"E, a distance of 56.32 feet to a calculated point;

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



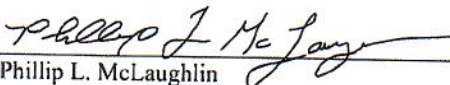
- 15. N43°27'02"E, a distance of 20.29 feet to a calculated point;
- 16. N27°36'22"E, a distance of 183.71 feet to a calculated point;
- 17. N02°42'56"W, a distance of 15.64 feet to a calculated point;
- 18. N27°31'33"E, a distance of 2.79 feet to a calculated point in the common line of said 8.00 Acre Tract and said 52.7158 Acre Tract, for the most northerly corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract, at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 974.59 feet;

THENCE S62°39'26"E with the common line of said 8.00 Acre Tract and said 52.7158 Acre Tract, a distance of 12.33 feet to a calculated point, for the most easterly corner of the herein described tract, from which said iron pipe found at the common easterly corner of the 8.00 Acre Tract and the 52.7158 Acre Tract bears S62°39'26"E, a distance of 17.05 feet;

THENCE S26°31'49"W, over and across said 52.7158 Acre Tract, a distance of 1156.94 feet to the **POINT OF BEGINNING**, containing an area of 13,752 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-SE1-EX

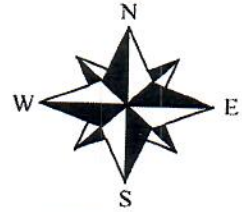
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 06-17-20
Registered Professional Land Surveyor
State of Texas No. 5300



LEGEND

- TYPE 1 TXDOT MONUMENT FOUND
- ⊙ IRON PIPE FOUND
- CALCULATED POINT



SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
(DOC. 2017194263)

EXHIBIT "B"

Page 3 of 3

SKY VILLAGE 267.942 AC
KIMBRO ESTATES, LLC
(DOC. 2016214460)

BENITEZ SUBD
LOT 1, BLOCK A
(DOC. 200300279)

2.317 AC.
JOHN GEBAUER, JR.
(VOL. 13391, PG. 3186)

4.00 AC
KIRK J. & CATHY W. JONSE
(VOL. 13207, PG. 97)

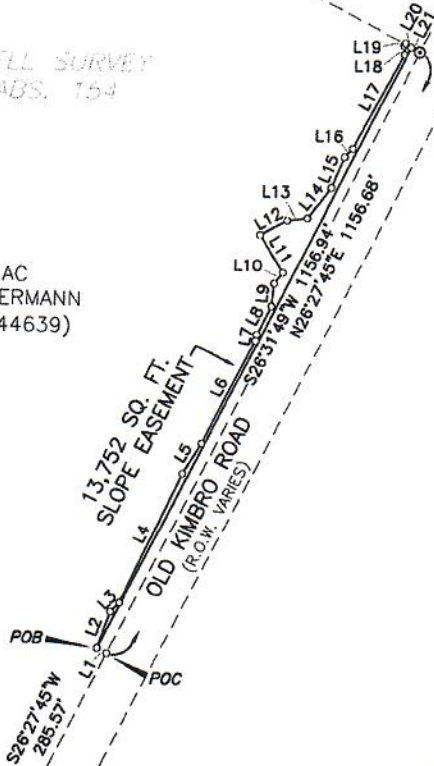
8.00 AC
JOHN JONSE, ET UX
(VOL. 4176, PG. 2117)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

52.7158 AC
TERRELL TIMMERMANN
(DOC. 2011144639)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

44.033 AC.
RHOF, LLC
DOC. 2019198316



LINE TABLE

LINE	BEARING	DISTANCE
L1	N63°32'15"W	18.41'
L2	N18°48'29"E	66.20'
L3	N43°31'47"E	22.19'
L4	N24°45'54"E	246.50'
L5	N31°17'10"E	60.31'
L6	N26°31'49"E	197.96'
L7	N08°50'47"E	11.17'
L8	N26°49'14"E	54.03'
L9	N05°49'38"E	38.76'
L10	N38°51'24"E	23.63'
L11	N32°28'56"W	75.64'
L12	N60°13'00"E	53.02'
L13	N82°51'43"E	34.61'
L14	N38°42'35"E	65.40'
L15	N21°57'41"E	56.32'
L16	N43°27'02"E	20.29'
L17	N27°36'22"E	183.71'
L18	N02°42'56"W	15.64'
L19	N27°31'33"E	2.79'
L20	S62°39'26"E	12.33'
L21	S62°39'26"E	17.05'

U.S. HIGHWAY 290
(R.O.W. VARIES)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-SE1-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

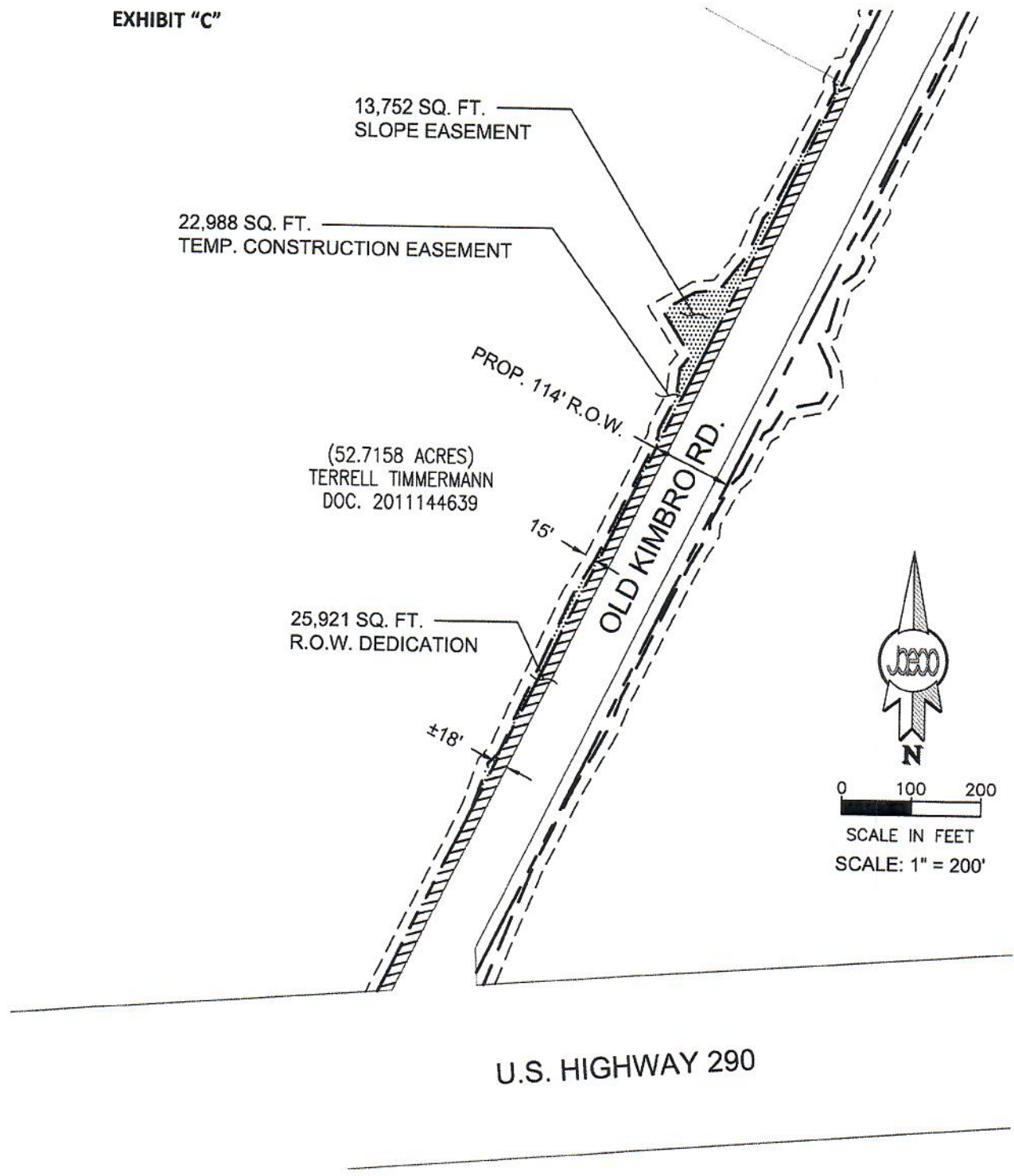
PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\20230_GR-BASE
DATE: JUNE 17, 2020

13,752 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

PLOT DATE: 6/19/2020 9:13 AM
 USER: Vbarr
 FILE: D:\Projects\100 - City of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\J-100-070-20_ROW-ACQUISITION-EXH_06-19-20.dwg

EXHIBIT "C"



U.S. HIGHWAY 290

JAY ENGINEERING COMPANY, INC.
 P.O. Box 1220
 Leander, TX 78646
 Tel. (512) 259-3882
 Fax (512) 259-8016
 Texas Registered Engineering Firm F-4780

CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION
RIGHT-OF-WAY TRACT NO. 1 EXHIBIT

ENGINEER	DRAWN BY	DATE	PROJECT NO.	SHEET NO.
SAMUEL D. KIGER, P.E.	VDI	06/19/20	100-070-29	2 OF 6

SPECIAL WARRANTY DEED
DEDICATION OF RIGHT-OF-WAY

EXHIBIT "D"

Page 1 of 3

THE STATE OF TEXAS

§

COPY

COUNTY OF TRAVIS

§

KNOW ALL PERSONS BY THESE PRESENTS:

That Timmermann Commercial Investments, LP, a Texas limited partnership, P. O. Box 4784, Austin, Texas 78765-4784, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 23,921 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Manor, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

EXECUTED this the day of 2021.

GRANTOR:
COPY
Timmermann Commercial Investments, LP,
a Texas limited partnership

EXHIBIT "D"
Page 2 of 3

By: Timmermann GP, LLC
a Texas limited liability company
as its General Partner

Geraldine Timmermann, Manager

Barth Timmermann, Manager

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

COPY

Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Geraldine Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, Grantor herein, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

Notary Public, State of Texas

STATE OF TEXAS

§

COPY

EXHIBIT "D"

COUNTY OF TRAVIS

§

Page 3 of 3

This instrument was acknowledged before me on this _____ day of _____, 2021, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, Grantor herein, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2021, by personally appeared Dr. Larry Wallace, Jr., Mayor of City of Manor, Grantee herein, known to me 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 there in stated.

COPY

Notary Public, State of Texas

Project: Old Kimbro Road
Parcel No.: 1
TCAD Tax ID No.: 236951

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

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.

SLOPE EASEMENT

COPY

DATE: _____, 2021

GRANTOR: Timmermann Commercial Investments, LP, a Texas limited partnership

GRANTOR'S MAILING ADDRESS (including County):

P. O. Box 4784, Austin, Travis County, Texas 78765-4784

GRANTEE: City of Manor, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS (including County):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

COPY

LIENHOLDER: _____

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

EASEMENT PROPERTY:

A 13,752 square feet tract of land, being a portion of that certain 52.7158 acre tract more or less, out of the A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas; same being described in a deed to Terrell Timmermann of record in Document No. 2011144639 of the Deed Records of Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement shall be used for the purpose of designing, placing, constructing, replacing, modifying, or maintaining and causing to be designed, placed, constructed,

COPY

replaced, modified or maintained a slope to accommodate roadway grading in lieu of retaining walls (the "Slope Improvements").

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee's successors and assigns an exclusive, perpetual slope easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways and landscaping ("authorized improvements") on, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining authorized improvements. But, Grantor may not construct any buildings or similar improvements on the Easement 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 Easement 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, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective 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 its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

COPY

EXHIBIT "E"

Page 3 of 5

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

**Timmerman Commercial Investments, LP
a Texas limited partnership**

**By: Timmermann GP, LLC
a Texas limited liability company**

COPY

Geraldine Timmermann, Manager

Barth Timmermann, Manager

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

COPY

By: _____
Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS

COPY
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COUNTY OF TRAVIS

This instrument was acknowledged before me on this the _____ day of _____ 2021, by Geraldine Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, Grantor herein, in the capacity and on behalf of said company, for the purposes and consideration recited herein..

..

COPY

Notary Public - State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the _____ day of _____ 2021, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, Grantor herein, in the capacity and on behalf of said company, for the purposes and consideration recited herein..

..

COPY

Notary Public - State of Texas

COPY

THE STATE OF TEXAS

COUNTY OF TRAVIS

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COPY

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2021, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as 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.

COPY

Notary Public - State of Texas

Project Name: Old Kimbro Road
Parcel No.: 1SE
TCAD Tax ID No.: 236951

AFTER RECORDING RETURN TO:

City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

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COPY

The Timmermann Commercial Investments, LP, a Texas limited partnership, P.O. Box 4784, Austin, Texas 78765-4784 (called "**Grantors**" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "**Grantee**"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "**Project**") in, upon, and across the following described land:

All that parcel of land, containing 22,988 square feet, more or less, situated in Travis County, Texas depicted in **Exhibit "A"** attached and incorporated for all purposes, (called "**Temporary Construction Easement**").

TO HAVE AND TO HOLD the same during the **Project** construction period to the City of Manor, its successors and assigns, together with the right and privilege at all times during the **Project** construction period to enter all or part of the **Temporary Construction Easement**, which will provide working space to construct the **Project**. Provided, however, that the City of Manor, after completing and accepting the **Project**, must restore the surface of the **Temporary Construction Easement** to a similar or better condition than existed before the **Project** was undertaken.

This **Temporary Construction Easement** becomes effective on the start of construction of **Project** on Grantor's land and expires upon completion of the installation of the **Project**, but in no event later than the earlier of 1) six (6) months from the start of construction on Grantor's land or 2) December 31, 2022. This **Temporary Construction Easement** automatically terminates on said expiration date and becomes null and void. The City of Manor, its successors and assigns, have no further rights hereunder. No written release by the City of Manor is required or necessary.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Executed on _____, 2021.

COPY

COPY
GRANTOR:

EXHIBIT "F"

Page 2 of 4

Timmermann Commercial Investments, LP
a Texas limited partnership

By: Timmermann GP, LLC
a Texas limited liability company
as its General Partner

COPY

Geraldine Timmermann, Manager

Barth Timmermann, Manager

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

COPY
By: _____
Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

COPY

This instrument was acknowledged before me on this the _____ day of _____ 2021, by Geraldine Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, Grantor herein, in the capacity and on behalf of said limited partnership for the purposes and consideration recited herein..

COPY

Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____ 2021, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, Grantor herein, in the capacity and on behalf of said limited partnership for the purposes and consideration recited herein..

COPY

Notary Public - State of Texas

THE STATE OF TEXAS

COPY

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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2021, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee 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.

COPY

Notary Public - State of Texas

Project: Old Kimbro Road Project
Parcel No.: 1TCE
TCAD Tax ID No.: 236951

After recording, please return to:
City of Manor
105 E. Eggleston
Manor, Texas 78653