

CITY OF MANOR PURCHASE AGREEMENT
Manor Commercial Park Wastewater Project; Parcel 4

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Maddtex Drive, LP, a Texas 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:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 7,326 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 9,165 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted as 25' T.C.E. in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. TWENTY-THREE THOUSAND SIX HUNDRED FIFTY-NINE AND NO/100'S DOLLARS (**\$23,659.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater 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 wastewater 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.

Wastewater Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater 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 Wastewater 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.

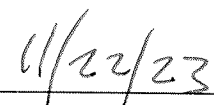
Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

MADDTEX DRIVE, LP,
a Texas limited partnership

BY: MADDTEX DRIVE-GP, LLC
a Texas limited liability company
as its general partner

By: 
Jeff Metzler, Manager


Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

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

Date

Parcel No. 4
Project: Manor Commercial Park Project
TCAD Tax ID: 962893

FIELD NOTES FOR A 7,326 SQUARE FOOT WASTEWATER EASEMENT:

A **7,326 square foot** Wastewater Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion of a called 3.550 acre tract of land, as described in Document No. 2021214229, of the Official Public Records of Travis County, Texas. Said **7,326 square foot** Wastewater Easement being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, for the east common corner of said 3.550 acre tract and the remainder of a called 147.37 acre tract of land described as Tract One, in Document No. 2015078185, of said Official Public Records;

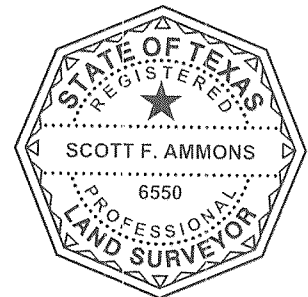
THENCE: N 62° 47' 50" W, with the south line of said 3.550 acre tract and the north line of said remainder, a distance of **20.00 feet**, to a point in said south line and said north line, for corner, from which a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" for the southwest corner of said 3.550 acre tract, bears N 62° 47' 50" W, with said south line and said north line, a distance of 401.72 feet;

THENCE: N 27° 16' 24" E, over and across said 3.550 acre tract, a distance of **366.45 feet**, to a point in the north line of said 3.550 acre tract and the south line of Lot 8, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of said plat records, for corner, from which a found 1/2" iron rod for the common west corner between said 3.550 acre tract and said Lot 8, bears N 27° 16' 24" W, with said north line and said south line, a distance of 397.96 feet;


THENCE: S 62° 03' 46" E, with said north line and said south line, a distance of **20.00 feet**, to a found 1/2" iron rod in the west line of said Lot 3, for the common east corner between said Lot 8 and said 3.550 acre tract;

THENCE: S 27° 16' 24" W, with said west line and the east line of said 3.550 acre tract, a distance of **366.19 feet**, to the **POINT OF BEGINNING** and containing **7,326 square feet** of land, situated in Travis County, Texas.

Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.



Scott F. Ammons

 © 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 15072	Exhibit "A" Wastewater Easement Manor, Travis Co., TX	SHEET NUMBER 1 of 4
		DATE 09/13/2023		

FIELD NOTES FOR A 9,165 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **9,165 square foot** Temporary Construction Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion of a called 3.550 acre tract of land, as described in Document No. 2021214229, of the Official Public Records of Travis County, Texas. Said **9,165 square foot** Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of said 3.550 acre tract and the north line of a the remainder of a called 147.37 acre tract of land described as Tract One, in Document No. 2015078185, of said Official Public Records, from which a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, bears S 62° 47' 50" E, with said south line and said north line, a distance of 20.00 feet, for the east common corner of said 3.550 acre tract and said remainder, and a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" for the southwest corner of said 3.550 acre tract, bears N 62° 47' 50" W, with said south line and said north line, a distance of 401.72 feet;

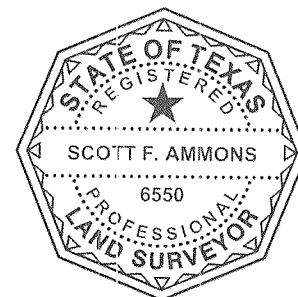
THENCE: N 62° 47' 50" W, with said south line and said north line, a distance of **25.00 feet**, to a point for corner;

THENCE: N 27° 16' 24" E, over and across said 3.550 acre tract, a distance of **366.77 feet**, to a point in the north line of said 3.550 acre tract and the south line of Lot 8, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of said plat records, for corner, from which a found 1/2" iron rod for the common west corner between said 3.550 acre tract and said Lot 8, bears N 27° 16' 24" W, with said north line and said south line, a distance of 372.96 feet;


THENCE: S 62° 03' 46" E, with said north line and said south line, a distance of **25.00 feet**, to a point for corner, from which a found 1/2" iron rod in the west line of said Lot 3, bears S 62° 03' 46" E, with said north line and said south line, a distance of 20.00 feet, for the east common corner of said 3.550 acre tract and said Lot 8;

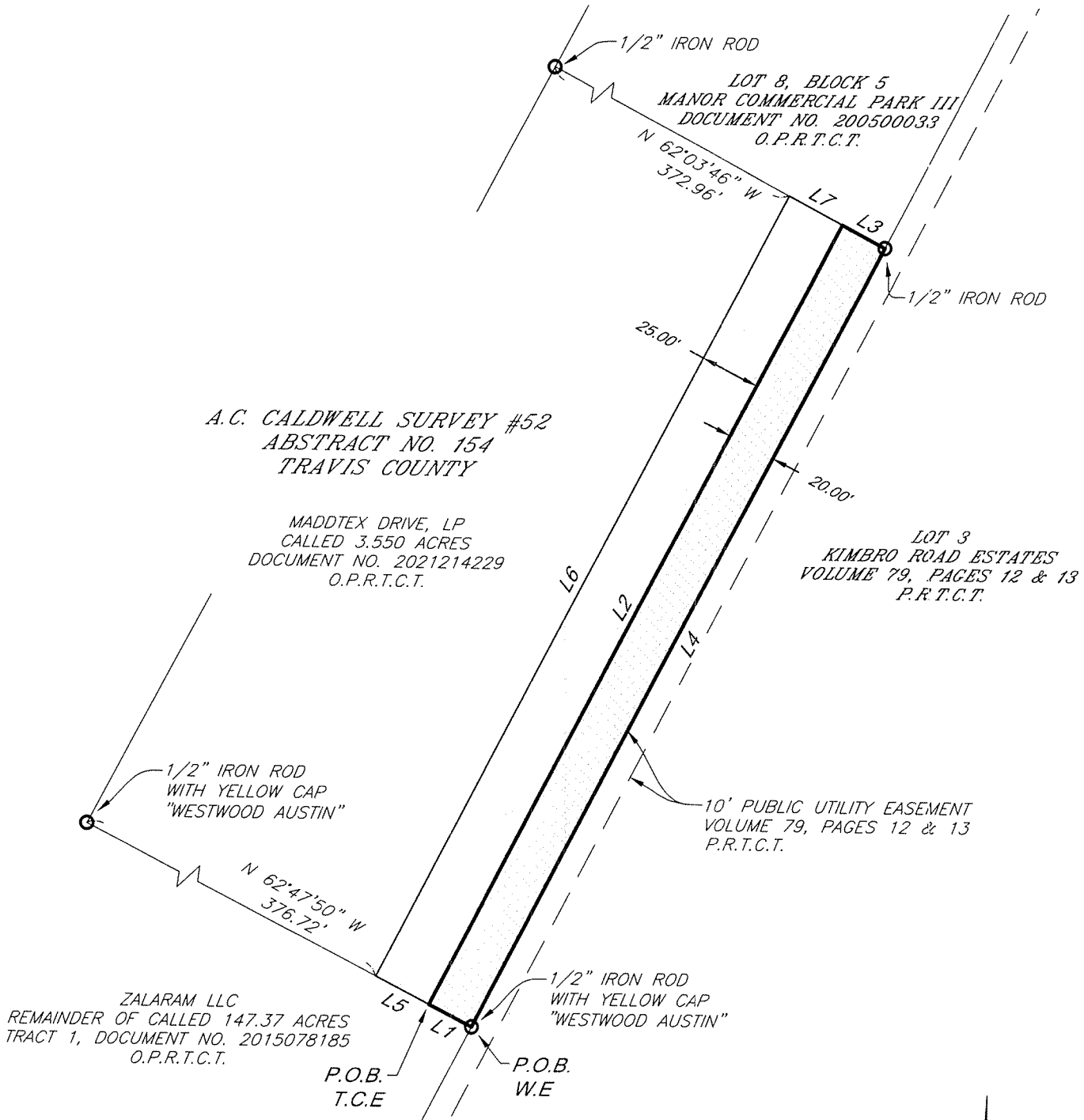
THENCE: S 27° 16' 24" W, over and across said 3.550 acre tract, a distance of **366.45 feet**, to the **POINT OF BEGINNING** and containing **9,165 square feet** of land, situated in Travis County, Texas.

Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.



Handwritten signature of Scott F. Ammons

 <p>© George Butler Associates, Inc. 2023</p>	<p>2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808</p>	PROJECT NUMBER	SHEET NUMBER
		15072	2 of 4
		DATE	
		09/13/2023	
		<p>Exhibit "A" Wastewater Easement Manor, Travis Co., TX</p>	



A.C. CALDWELL SURVEY #52
 ABSTRACT NO. 154
 TRAVIS COUNTY

MADDTX DRIVE, LP
 CALLED 3.550 ACRES
 DOCUMENT NO. 2021214229
 O.P.R.T.C.T.


LOT 3
 KIMBRO ROAD ESTATES
 VOLUME 79, PAGES 12 & 13
 P.R.T.C.T.


ZALARAM LLC
 REMAINDER OF CALLED 147.37 ACRES
 TRACT 1, DOCUMENT NO. 2015078185
 O.P.R.T.C.T.

NOTES:


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



 Denotes W.W.E.
 7,326 Square Feet

 Denotes T.C.E.
 9,165 Square Feet

Scale : 1"=60'

 GBA architects engineers © George Butler Associates, Inc. 2023	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 5 1 2 . 6 1 6 . 0 0 5 5 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15072	Exhibit "A" Wastewater Easement Manor, Travis Co., TX	SHEET NUMBER 3 of 4
		DATE 09/13/2023		

<i>Line Table</i>		
<i>Line #</i>	<i>Bearing</i>	<i>Distance</i>
L1	N 62° 47' 50" W	20.00'
L2	N 27° 16' 24" E	366.45'
L3	S 62° 03' 46" E	20.00'
L4	S 27° 16' 24" W	366.19'
L5	N 62° 47' 50" W	25.00'
L6	N 27° 16' 24" E	366.77'
L7	S 62° 03' 46" E	25.00'

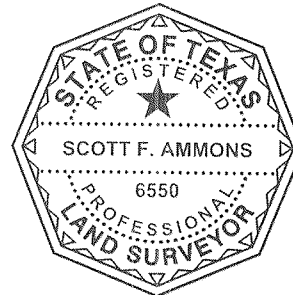
LEGEND

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.W.E.	WASTEWATER EASEMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS

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 09/13/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER

15072

DATE

09/13/2023

Exhibit "A"
Waterline Easement
Manor, Travis Co., TX

SHEET NUMBER

4 of 4

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.

EXHIBIT "B"

**WASTEWATER EASEMENT
AND TEMPORARY WORKSPACE EASEMENT**

THE STATE OF TEXAS

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COUNTY OF TRAVIS

That, **Maddtex Drive, LP, a Texas 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 wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 7,326 square feet, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 7,326 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 Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 9,165 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 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 construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the

right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements 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 wastewater 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 but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise 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**, in **Grantee's** sole determination.

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. **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 as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, 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** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

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).

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 wastewater utility lines, and for making connections therewith.

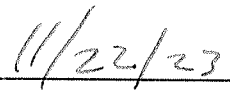
GRANTOR:

Maddtex Drive, LP
a Texas limited partnership

By: Maddtex Drive-GP, LLC
a Texas limited liability company

By: 

Jeff Metzler, Manager



Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

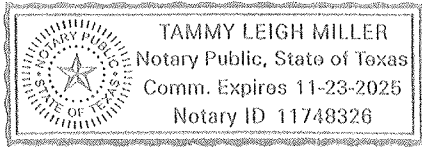
***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS

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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 22nd day of November 2023, personally appeared Jeff Metzler, Manager of Maddtex Drive-GP, LLC, a Texas limited liability company, general partner of Maddtex Drive, LP, a Texas limited partnership, 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.



Tammy Leigh Miller

Notary Public-State of Texas

THE STATE OF TEXAS

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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 _____ 2023, 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

Project Name: Manor Commercial Park Project
Parcel No. 4
TCAD PID No.: 962893

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