

CITY OF MANOR PURCHASE AGREEMENT
Manor Commercial Park Wastewater Project; Parcel 6

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Easy Jet 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 9,742 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 12,164 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-SIX THOUSAND EIGHT HUNDRED FORTY-FOUR AND NO/100'S DOLLARS (**\$26,844.00**) 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:

EASY JET DRIVE, LP,
a Texas limited partnership

BY: EASY JET-GP, LLC
a Texas limited liability company
as its general partner

By: 
Jeff Metzler, Manager

11/22/23
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

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

Date

Parcel No. 6
Project: Manor Commercial Park Project
TCAD Tax ID: 711107

FIELD NOTES FOR A 9,742 SQUARE FOOT WASTEWATER EASEMENT:

A 9,742 square foot Wastewater Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion Lot 7, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of the Official Public Records of Travis County, Texas. Said 9,742 square foot Wastewater Easement being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with an illegible yellow cap 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 easterly most common corner of said Lot 7, and Lot 8, Block 5, said Manor Commercial Park III;

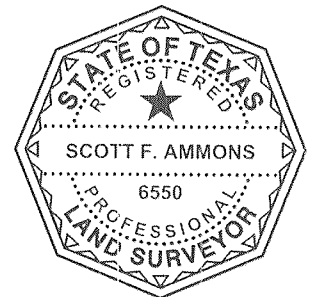
THENCE: N 62° 03' 46" W, with the south line of said Lot 7 and the north line of said Lot 8, a distance of 20.00 feet, to a point for corner, from which a found mag nail in the east line of Easy Jet Street, an 80 foot right-of-way as shown on said Manor Commercial Park III, for the west common corner of said Lot 7 and Lot 8, bears N 62° 03' 46" W, with said south line and said north line, a distance of 390.64 feet;

THENCE: N 27° 16' 24" E, over and across said Lot 7, a distance of 486.87 feet, to a point in the north line of said Lot 7 and the south line of a called 21.69 acre tract of land as described in Document No. 2020146894, of said Official Public Records, from which a found 1/2" iron rod for the southwest corner of said 21.69 acre tract, bears N 63° 25' 36" W, with said south line, a distance of 783.38 feet;


THENCE: S 63° 25' 36" E, with said north line and said south line, a distance of 20.00 feet, to a found 1" iron pipe for the north common corner of said Lot 7 and a called 21.152 acre tract of land as described in Document No. 2020095917, of said Official Public Records, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" for the southeast corner of said 21.69 acre tract, bears S 63° 25' 36" E, with said south line, a distance of 291.44 feet;

THENCE: S 27° 16' 24" W, with the west line of said 21.152 acre tract, the west line of said Lot 3, and the south line of said Lot 7, a distance of 487.34 feet, to the POINT OF BEGINNING and containing 9,742 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 July 17, 2023.



SCF

 © 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 5
		DATE 09/13/2023		

FIELD NOTES FOR A 12,164 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A 12,164 square foot Temporary Construction Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion Lot 7, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of the Official Public Records of Travis County, Texas. Said 12,164 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 Lot 7 and the north line of Lot 8, Block 5, said Manor Commercial Park III, from which a found 1/2" iron rod with an illegible yellow cap, 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 Lot 7, and Lot 8, Block 5, said Manor Commercial Park III, bears S 62° 03' 46" E, with said south line and said north line, a distance of 20.00 feet;

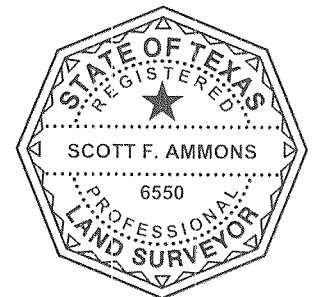
THENCE: N 62° 03' 46" W, with said south line and said north line, a distance of 25.00 feet, to a point for corner, from which a found mag nail in the east line of Easy Jet Street, an 80 foot right-of-way as shown on said Manor Commercial Park III, for the west common corner of said Lot 7 and Lot 8, bears N 62° 03' 46" W, with said south line and said north line, a distance of 365.64 feet;

THENCE: N 27° 16' 24" E, over and across said Lot 7, a distance of 486.27 feet, to a point in the north line of said Lot 7 and the south line of a called 21.69 acre tract of land as described in Document No. 2020146894, of said Official Public Records, from which a found 1/2" iron rod for the southwest corner of said 21.69 acre tract, bears N 63° 25' 36" W, with said south line, a distance of 758.38 feet;


THENCE: S 63° 25' 36" 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" iron pipe for the north common corner of said Lot 7 and a called 21.152 acre tract of land as described in Document No. 2020095917, of said Official Public Records, bears S 63° 25' 36" E, with said north line and said south line, a distance of 20.00 feet;

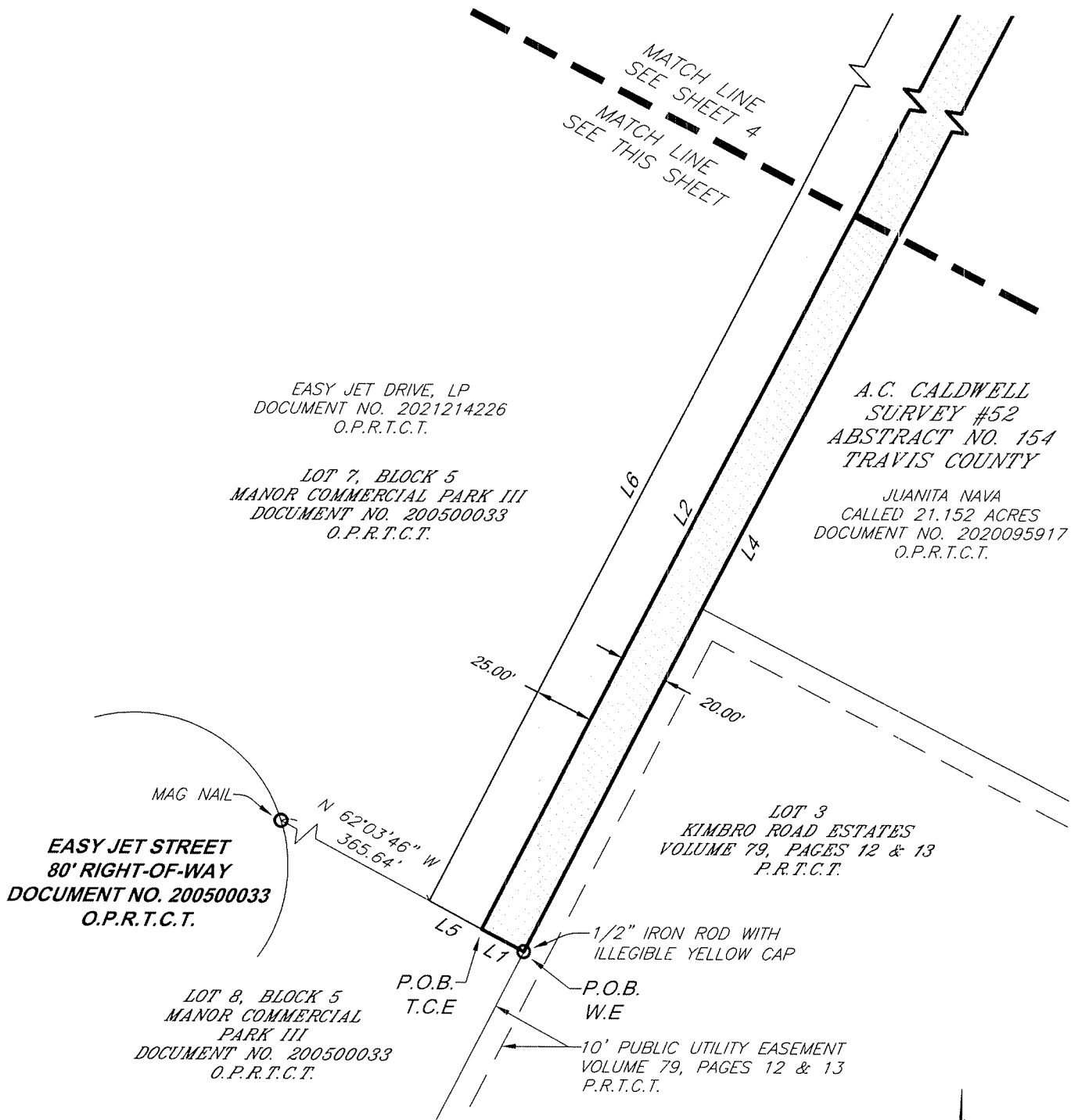
THENCE: S 27° 16' 24" W, over and across said Lot 7, a distance of 486.87 feet, to the POINT OF BEGINNING and containing 12,164 square feet of land, situated in Travis County, Texas.

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 July 17, 2023.



Signature


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	DATE 09/13/2023	Exhibit "A" Wastewater Easement Manor, Travis Co., TX	




NOTES:


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

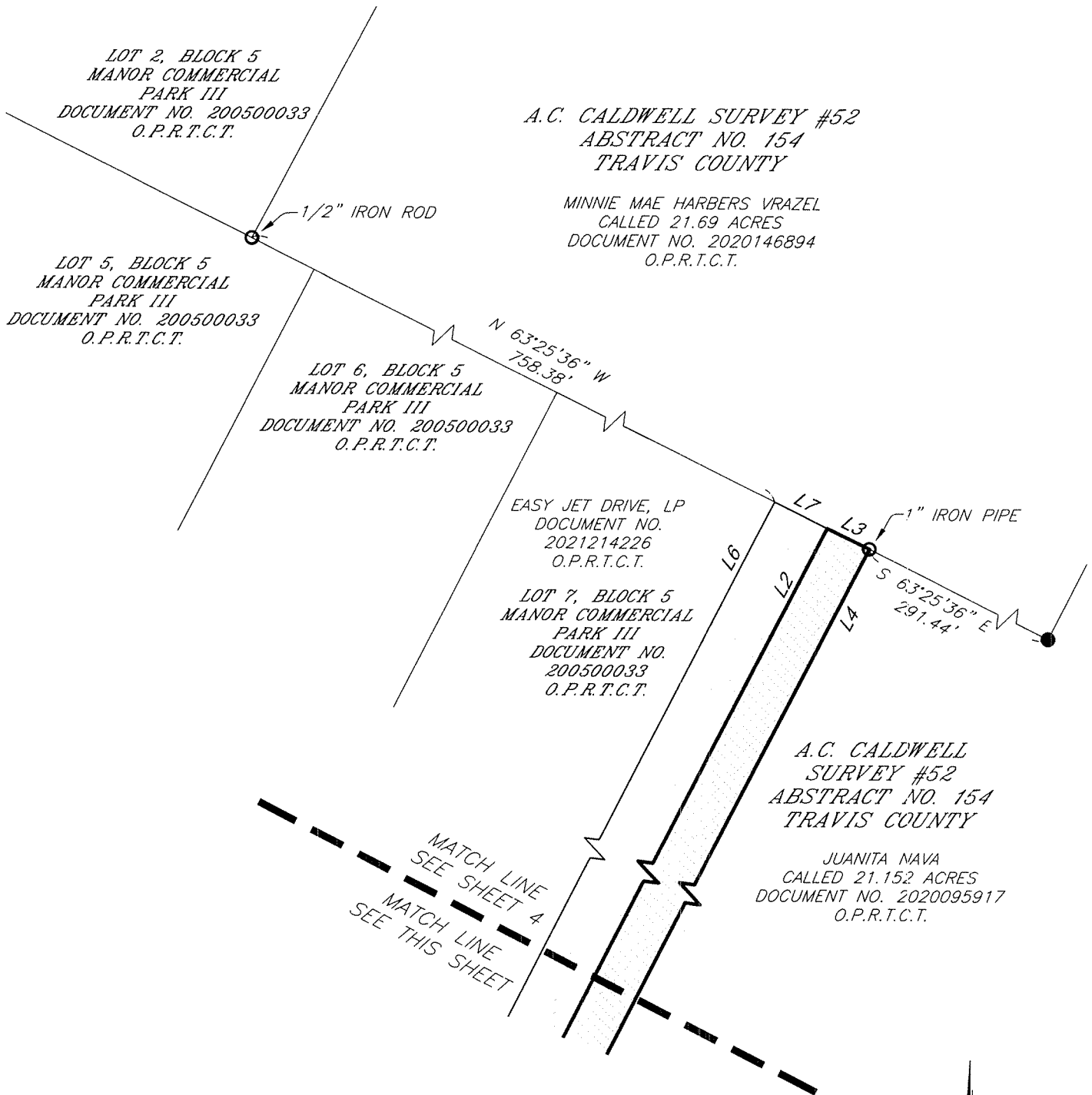


 Denotes W.W.E.
9,742 Square Feet

 Denotes T.C.E.
12,164 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 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15072	Exhibit "A" Wastewater Easement Manor, Travis Co., TX	SHEET NUMBER 3 of 5
		DATE 09/13/2023		




NOTES:

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



 Denotes W.W.E.
9,742 Square Feet

 Denotes T.C.E.
12,164 Square Feet

Scale : 1"=60'



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"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER
4 of 5

<i>Line Table</i>		
<i>Line #</i>	<i>Bearing</i>	<i>Distance</i>
L1	N 62° 03' 46" W	20.00'
L2	N 27° 16' 24" E	486.87'
L3	S 63° 25' 36" E	20.00'
L4	S 27° 16' 24" W	487.34'
L5	N 62° 03' 46" W	25.00'
L6	N 27° 16' 24" E	486.27'
L7	S 63° 25' 36" E	25.00'

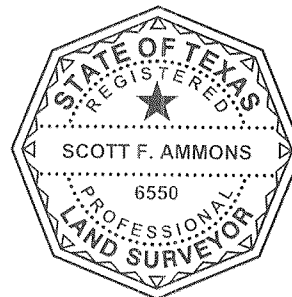
LEGEND

●	SET 1/2" IRON ROD WITH A PINK CAP STAMPED "GBA 10194808"
○	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"
 Wastewater Easement
 Manor, Travis Co., TX

SHEET NUMBER

5 of 5

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

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That, **Easy Jet 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 9,742 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 9,742 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 12,164 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:

Easy Jet Drive, LP
a Texas limited partnership

By: Easy Jet-GP, LLC
a Texas limited liability company

By: 
Jeff Metzler, Manager


Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

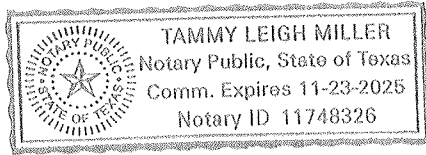
***** NOTARY ACKNOWLEDGEMENTS *****

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 22 day of November 2023, personally appeared Jeff Metzler, Manager of Easy Jet-GP, LLC, a Texas limited liability company, general partner of Easy Jet 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. 6
TCAD PID No.: 711107

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653