

**CITY OF MANOR PURCHASE AGREEMENT**  
**Manor FM 973 & US 290 Water Line Project; Parcel 3**

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Manor Car Wash, LLC, a limited liability company** (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 3,111 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.

**Total Price.** TWENTY-ONE THOUSAND SIX HUNDRED SIXTEEN AND NO/100'S DOLLARS (\$21,616.00) total shall be paid by the City for a permanent easement to the Water Line 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 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.** Owner shall deliver to the City at Closing a duly executed and acknowledged Water Line 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

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 instrument 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.

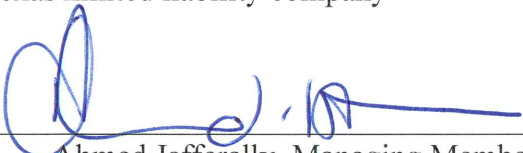
**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent rights to the above-described tract shall vest in the City and be effective from and after Closing.


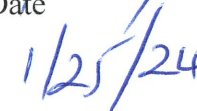
**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

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

**OWNER:**

**MANOR CAR WASH, LLC,**  
a Texas limited liability company

By:   
Ahmed Jafferally, Managing Member

  
Date  


**BUYER:**

**CITY OF MANOR, TEXAS**  
**a Texas home-rule municipality**

By:

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

**Parcel No. 3**  
**Project: Manor FM 973 & US 290 Water Line Project**  
**TCAD Tax ID: 526075**

**FIELD NOTES FOR A 3,111 SQUARE FOOT WATERLINE EASEMENT:**

Being a **3,111 square foot** tract of land situated in Travis County, Texas, and being out of Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Car Wash, a plat of record in Document No. 202200207, of the Official Public Records of Travis County, Texas. Said 3,111 square foot tract, as depicted on this exhibit, being more particularly described by metes and bounds as follows:

**BEGINNING** at a calculated point in a common line being the east line of said Lot 11 and a westerly line of the remaining portion of a called 10.000 acre tract of land conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas, said calculated point also being the northeast corner hereof, from which, the common calculated northern corner of said Lot 11 and said 10.000 acre tract, same being on the south right-of-way line of U.S. Highway No. 290, a variable width right-of-way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas, bears N 04° 23' 19" E, 21.66 feet, and from said calculated corner a 1/2" iron rod with a red cap stamped "MATKIN-HOOVER ENGR & SURVEY" found bears S 04° 23' 19" W, 0.42 feet, for reference

**THENCE:** S 04° 23' 19" W, with said common line a distance of **15.12 feet**, to a calculated point on said line for the southeast corner hereof, from which a 1/2" iron rod with a pink cap stamped "4WARD SURVEY GROUP" found marking an angle point in said common line bears S 04° 23' 19" W, 264.25 feet, for reference;

**THENCE:** S 87° 12' 20" W, across said Lot 11, a distance of **206.50 feet**, to a calculated point in the common line of said Lot 11 and of Lot 9, LDG Commons at Manor Village, a plat recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas, being the southwest corner hereof, from which a 1/2" iron rod with a red cap stamped "MATKIN-HOOVER ENGR & SURVEY" found marking the southwest corner of said Lot 11 on the east line of said Lot 9 bears S 02° 35' 38" E, 262.54 feet, for reference;

**THENCE:** N 02° 35' 38" W, with said common line, a distance of **15.00 feet**, to a calculated point in said common line for the northwest corner hereof, from which a 1/2" iron rod found on said common line marking the beginning of a curve to the right, bears N 02° 35' 38" W, a distance of 6.81 feet, for reference;

**THENCE:** N 87° 12' 20" E, across said Lot 11, a distance of **208.34 feet**, to the **POINT OF BEGINNING** and containing **3,111 square feet** of land, more or less.

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.

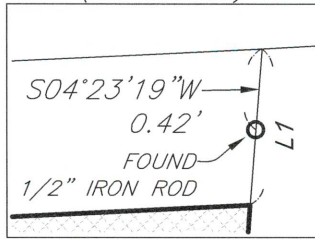






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DETAIL "A"  
(NOT TO SCALE)



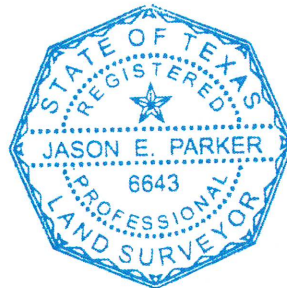
Line Table		
Line #	Bearing	Distance
L1	N4° 23' 19"E	21.66
L2	S4° 23' 19"W	15.12
L3	S87° 12' 20"W	206.50
L4	N2° 35' 38"W	15.00
L5	N2° 35' 38"W	6.81
L6	N87° 12' 20"E	208.34

**LEGEND**

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
W.E.	WATERLINE 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.

JASON E. PARKER 12/18/2023  
REGISTERED PUBLIC LAND SURVEYOR NO. 6643  
STATE OF TEXAS



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

PROJECT NUMBER  
15110.01

DATE  
12/18/2023

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

SHEET NUMBER

3 of 3

**WATERLINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

**THE STATE OF TEXAS**

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**COUNTY OF TRAVIS**

That, **Manor Car Wash, LLC**, a Texas limited liability company ("**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 3,111 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 3,111 square foot parcel being referred to hereafter as the **Permanent Easement**.

The right to use the **Permanent 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**. **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 **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easement if such

**Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easement if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easement for the purposes for which the Easement is being sought by **Grantee**.

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

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.





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 \_\_\_\_\_ 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.

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Notary Public-State of Texas

Parcel No. 3  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 526075

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