

CITY OF MANOR PURCHASE AGREEMENT

Manor FM 973 & US 290 Water Line Project; Parcel 2

THE STATE OF TEXAS COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **SHFC Manor Land, LLC, a Texas 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 598 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 598 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. TWO THOUSAND THREE HUNDRED TWENTY-THREE AND NO/100'S DOLLARS (**\$2,323.00**) total shall be paid by the City for a permanent and temporary easement to the Water Line Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

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

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

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

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

Temporary drives, accessibility, and driveway restoration. The City agrees to backfill and emplace a temporary driving surface that will maintain accessibility to Owner's property over any drives within the Water Line Easement and Temporary Construction Easement that are disturbed by the City's construction within fourteen (14) days after such drives are first disturbed, and to permanently repair and repave any such disturbed drives at the final conclusion of the Project for which the City is acquiring the easements herein.

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.

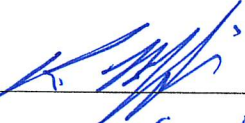
Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

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

OWNER:

SHFC Manor Land, LLC
a Texas limited liability company

By: Strategic Housing Finance Corporation
of Travis County, a Texas non-profit corporation
as Manager

By: 
Name: Keith Hoffmann
Title: Asset Manager

1/11/24
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

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

Date

Parcel No. 2
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 910376

FIELD NOTES FOR A 598 SQUARE FOOT WATERLINE EASEMENT:

Being a 598 Square Foot tract of land out of Lot 9, LDG Commons At Manor Village, a plat recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas. Said 598 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point in the common line between Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, and said Lot 9, and being the northeast corner hereof, from which a 1/2" iron rod found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 6.81 feet, for reference;

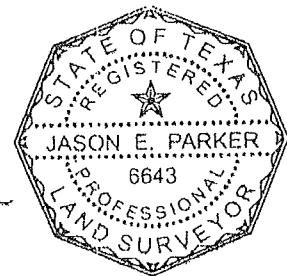
Thence: S 02° 35' 38" E, with said common line, a distance of 15.00 feet, to the calculated southeast corner hereof, from which a 1/2" iron rod with red cap stamped "MATKIN-HOOVER ENGR & SURVEY" found marking the an angle point in said common line bears S 02° 35' 38" E, a distance of 262.54 feet, for reference;

Thence: S 87° 12' 20" W, across said Lot 9, a distance of 39.90 feet, to a calculated point in the common line between said Lot 9 and the remainder of a called 3.62 Acre tract of land conveyed to Greenview Development 973, L.P. in Document No. 2006207224 of the Official Public Records of Travis County, Texas, for the southwest corner hereof;

Thence: N 02° 35' 38" W, with said common line, a distance of 15.00 feet, to a calculated point for the northwest corner hereof, from which a 1/2" iron rod with pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 6.74 feet, for reference;

Thence: N 87° 12' 20" E, across said Lot 9, a distance of 39.90 feet, to the POINT OF BEGINNING and containing 598 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.



FIELD NOTES FOR A 598 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

Being a 598 Square Foot tract of land out of Lot 9, LDG Commons At Manor Village, a plat of record in Document No. 201800236 of the Official Public Records of Travis County, Texas. Said 598 square foot tract as shown hereon being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point in the common line between Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, and said Lot 9, and being the northeast corner hereof, from which a 1/2" iron rod found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 21.81 feet, for reference;

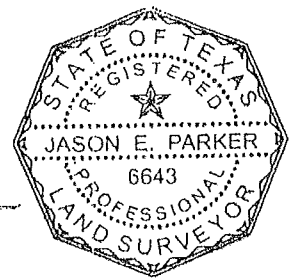
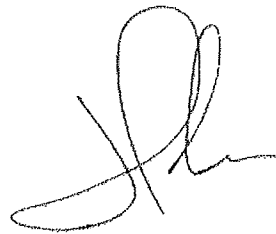
Thence: S 02° 35' 38" E, with said common line, a distance of 15.00 feet, to the calculated southeast corner hereof, from which a 1/2" iron rod with red cap stamped "MATKIN-HOOVER ENGR & SURVEY" found marking the an angle point in said common line bears S 02° 35' 38" E, a distance of 247.54 feet, for reference;

Thence: S 87° 12' 20" W, across said Lot 9, a distance of 39.90 feet, to a calculated point in the common line between said Lot 9 and the remainder of a called 3.62 Acre tract of land conveyed to Greenview Development 973, L.P. in Document No. 2006207224 of the Official Public Records of Travis County, Texas, for the southwest corner hereof;

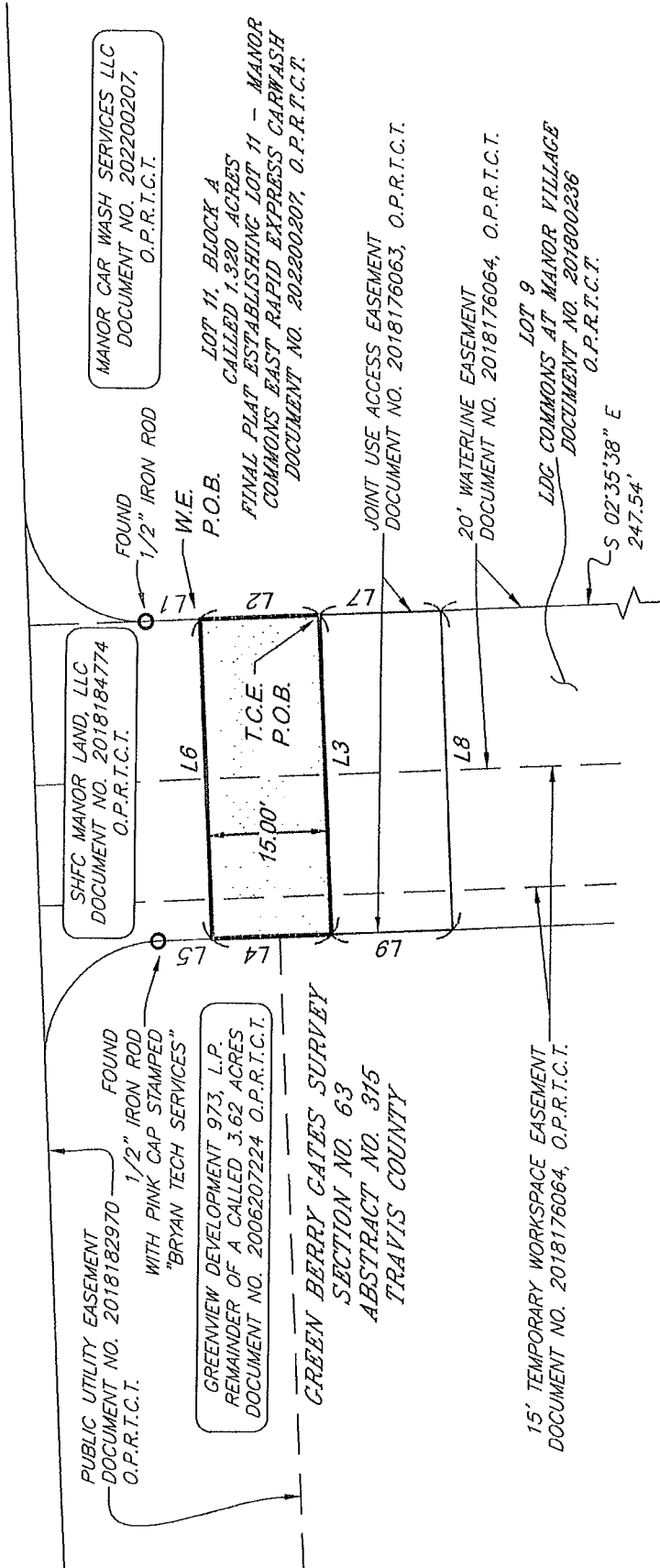
Thence: N 02° 35' 38" W, with said common line, a distance of 15.00 feet, to a calculated point for the northwest corner hereof, from which a 1/2" iron rod with pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 21.74 feet, for reference;

Thence: N 87° 12' 20" E, across said Lot 9, a distance of 39.90 feet, to the **POINT OF BEGINNING** and containing 598 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.





**U.S. HIGHWAY NO. 290
(VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 622, PG. 450, D.R.T.C.T.**



NOTES:


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

-  Denotes W.E.
598 Square Feet
-  Denotes T.C.E.
598 Square Feet

- 300 Square Feet of Proposed Waterline Easement
Lies Within Existing Waterline Easement
- 598 Square Feet of Proposed Waterline Easement
Lies Within Existing Access Easement



Scale : 1"=20'

 George Butler Associates, Inc. 2023 TBPELS FIRM #10194808	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com	PROJECT NUMBER 15110.01	SHEET NUMBER 3 of 4
	DATE 12/19/2023	Exhibit 'A' WATERLINE EASEMENT MANOR, TRAVIS CO., TX	

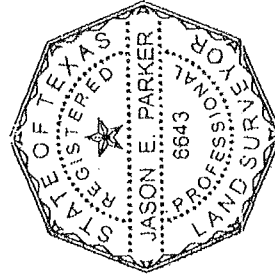
LEGEND

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

Line Table		
Line #	Bearing	Distance
L1	N2° 35' 38"W	6.81
L2	S2° 35' 38"E	15.00
L3	S87° 12' 20"W	39.90
L4	N2° 35' 38"W	15.00
L5	N2° 35' 38"W	6.74
L6	N87° 12' 20"E	39.90
L7	S2° 35' 38"E	15.00
L8	S87° 12' 20"W	39.90
L9	N2° 35' 38"W	15.00

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
 REGISTERED PUBLIC LAND SURVEYOR NO. 6643
 STATE OF TEXAS
 12/19/2023



2301 Double Creek Drive
 Building 1, Suite 110
 Round Rock, Texas 78664
 512.616.0055
 www.gbateam.com
 © George Butler Associates, Inc. 2023 TBPELS FIRM #10194808

PROJECT NUMBER
 15110.01

DATE
 12/19/2023

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

SHEET NUMBER

4 of 4

**WATERLINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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That, **SHFC Manor Land 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 Counties, 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 598 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 598 square feet parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 598 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 access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

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

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

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

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

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

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

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

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

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 11 day of January 2024, personally appeared Keith Hoffpauir, as Asset Manager of Strategic Housing Corporation of Travis County, a Texas non-profit corporation, as Manager of SHFC Manor Land, LLC, a Texas limited liability company, 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.

Debbie Honeycutt

Notary Public-State of Texas

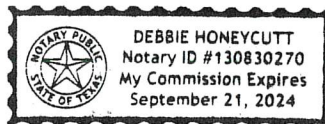
THE STATE OF TEXAS

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COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

Parcel No. 2
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 910376

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