

CITY OF MANOR PURCHASE AGREEMENT
Cottonwood Creek West Tributary Wastewater Project; Parcel 8

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS ⁵⁰⁵CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Carlota Nunez and husband, ⁸¹⁰¹⁶⁰Symon Osorio** (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 0.6001 acres (26,138 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 0.5821 acres (25,357 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. TWENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SIX AND NO/100'S DOLLARS (**\$24,466.00**) 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:

CARLOTA NÚÑEZ
Carlota Nunez

5-3-23
Date

SOS
Symon Osorio
SOS SIMON

5/03/23
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

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

Date

Parcel No. 8
Project: Cottonwood Creek West Tributary Wastewater Project
TCAD Tax ID: 547903



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.6001 OF ONE ACRE OF LAND (26,138 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 17, BLOCK A, KIMBRO CREEK ESTATES SECTION TWO, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200200073, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with cap stamped "LSI SURVEY" set at the intersection of the existing Northerly right-of-way line of Johnson Road (R.O.W. Varies) and the existing Westerly right-of-way line of said Johnson Road for the Easterly Southeast corner of said Lot 17, Block A and the common Southwest corner of a called 13.69 acre tract of land described in a General Warranty Deed to Nicolas Carbajal and Maria Yolanda Carbajal, recorded in Document No. 2012122081 of said O.P.R.T.C.T., from which a 3-inch iron pipe found in the Westerly line of said 13.69 acre tract for the Easterly common corner of said Lot 17, Block A and of a called 137.022 acre tract of land described in a Warranty Deed to Lanzola Reserves, LLC, recorded in Document No. 2021005280 of said O.P.R.T.C.T., bears North 27°01'40" East a distance of 735.25 feet;

THENCE South 45°17'52" West with the existing Westerly right-of-way line of said Johnson Road and the common Easterly line of said Lot 17, Block A, a distance of 1.65 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE **South 45°17'52" West** continuing with the existing Westerly right-of-way line of said Johnson Road and the common Easterly line of said Lot 17, Block A, a distance of **25.00** feet to a Calculated Point;

THENCE over and across said Lot 17, Block A, the following four (4) courses and distances:

1. **North 45°06'58" West** a distance of **114.07** feet to a Calculated Point;
2. **North 19°39'24" East** a distance of **324.66** feet to a Calculated Point;
3. **North 39°52'33" West** a distance of **219.01** feet to a Calculated Point; and



4. **North 66°00'12" West** a distance of **384.25** feet to a Calculated Point in the Westerly line of said Lot 17, Block A and the common Easterly line of Lot 18, Block A, said KIMBRO CREEK ESTATES SECTION TWO;

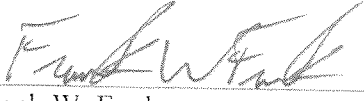
THENCE **North 27°36'35" East** with the Westerly line of said Lot 17, Block A and the common Easterly line of said Lot 18, Block A, a distance of **25.05** feet to a Calculated Point, from which said 1/2-inch iron rebar with cap stamped "CARSON AND BUSH" found in the Southerly line of said 137.022 acre tract, for the Northerly common corner of said Lot 17, Block A and of said Lot 18, Block A, bears North 27°36'35" East a distance of 320.49 feet;

THENCE over and across said Lot 17, Block A, the following four (4) courses and distances:

1. **South 66°00'12" East** a distance of **388.47** feet to a Calculated Point;
2. **South 39°52'33" East** a distance of **239.11** feet to a Calculated Point;
3. **South 19°39'24" West** a distance of **323.11** feet to a Calculated Point; and
4. **South 45°06'58" East** a distance of **98.40** feet to the **POINT OF BEGINNING** and containing 0.6001 of one acre of land (26,138 Sq. Ft.), more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 12/07/2022
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 22-021

Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 8.DWG



GRAPHIC SCALE

LEGEND

- ⊙ 3-INCH IRON PIPE FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR CAP STAMPED "CARSON AND BUSH" FOUND
- 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- FEMA ZONE A FLOODPLAIN

LANZOLA RESERVES, LLC
137.022 ACRES
DOC. NO. 2021005280
O.P.R.T.C.T.

LOT 18, BLOCK A
KIMBRO CREEK ESTATES
SECTION TWO
DOC. NO. 200200073
O.P.R.T.C.T.

LOT 17, BLOCK A
KIMBRO CREEK ESTATES
SECTION TWO
DOC. NO. 200200073
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
0.5821 OF ONE ACRE
(25,357 SQ. FT.)

WASTEWATER LINE EASEMENT
0.6001 OF ONE ACRE
(26,138 SQ. FT.)

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

NICOLAS CARBAJAL AND
MARIA YOLANDA CARBAJAL
13.69 ACRES
DOC. NO. 2012122081
O.P.R.T.C.T.

JOHNSON ROAD
(R.O.W. VARIES)



*SEE SHEETS 4-5 FOR DETAIL VIEW

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 8			
DRAWING FILE PATH:			
K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 05		FIELDBOOKS 13/419	SCALE: 1"= 200'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

LANZOLA RESERVES, LLC
137.022 ACRES
DOC. NO. 2021005280
O.P.R.T.C.T.

GREENBURY GATES SURVEY NO. 63,
ABSTRACT NO. 315

LOT 17, BLOCK A
KIMBRO CREEK ESTATES
SECTION TWO
DOC. NO. 200200073
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
0.6001 OF ONE ACRE
(26,138 SQ. FT.)

NICOLAS CARBAJAL AND
MARIA YOLANDA CARBAJAL
13.69 ACRES
DOC. NO. 2012122081
O.P.R.T.C.T.

MATCH LINE SHEET 5
SHEET 4

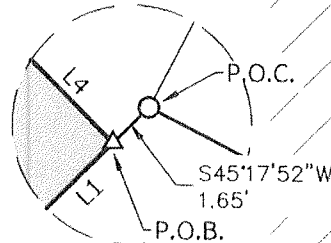
25' TEMPORARY
CONSTRUCTION EASEMENT
0.5821 OF ONE ACRE
(25,357 SQ. FT.)

N27°01'40"E 735.25'

S39°52'33"E 239.11'
N39°52'33"W 219.01'

N19°39'24"E 324.66'
S19°39'24"W 323.11'

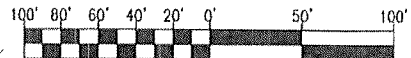
DETAIL



P.O.B.

SEE DETAIL

JOHNSON ROAD
(R.O.W. VARIES)



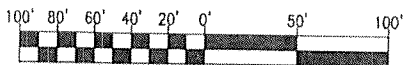
GRAPHIC SCALE

*SEE SHEET 5 FOR NOTES AND LINE TABLE

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 8			
DRAWING FILE PATH:			
K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 05	FIELDBOOKS 13/419	SCALE: 1" = 100'	

LSI LANDESIGN 
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



GRAPHIC SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S45°17'52"W	25.00'
L2	N45°06'58"W	114.07'
L3	N27°36'35"E	25.05'
L4	S45°06'58"E	98.40'

LOT 18, BLOCK A
KIMBRO CREEK ESTATES
SECTION TWO
DOC. NO. 200200073
O.P.R.T.C.T.

LANZOLA RESERVES, LLC
137.022 ACRES
DOC. NO. 2021005280
O.P.R.T.C.T.

LOT 17, BLOCK A
KIMBRO CREEK ESTATES
SECTION TWO
DOC. NO. 200200073
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
0.6001 OF ONE ACRE
(26,138 SQ. FT.)

GREENBURY GATES SURVEY NO. 63,
ABSTRACT NO. 315

25' TEMPORARY
CONSTRUCTION EASEMENT
0.5821 OF ONE ACRE
(25,357 SQ. FT.)

LOT 17, BLOCK A
KIMBRO CREEK ESTATES
SECTION TWO
DOC. NO. 200200073
O.P.R.T.C.T.

FLOOD NOTE:

A PORTION OF THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48453C0295H, DATED SEPTEMBER 26, 2008, MAP NO. 48453C0485J, DATED AUGUST 28, 2014, BOTH FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 8			
DRAWING FILE PATH:			
K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 05		FIELDBOOKS 13/419	SCALE: 1" = 100'

ISI LANDESIGN 
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBP&LS FIRM NO. 10001800
512-238-7901

MATCH LINE SHEET 5
SHEET 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

§

COUNTY OF TRAVIS

§

§

That, **Carlota Nunez and husband, Symon Osorio** ("**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 0.6001 acres, 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 0.6001 acre 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 south and west being approximately 0.5821 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," 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:

Carlota Nunez

Date

Symon Osorio

Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

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

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

The foregoing instrument was executed before me by Carlota Nunez and husband, Symon Osorio on this the _____ day of _____, 2023.

Notary Public-State of Texas

THE STATE OF TEXAS

§

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: Cottonwood Creek West Tributary Wastewater Project
Parcel No. 8
TCAD PID No.: 547903

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653