

CITY OF MANOR PURCHASE CONTRACT

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to grant a Special Warranty Deed and Temporary Construction Easement to the City of Manor, herein called the City, a municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the fee simple and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted in **EXHIBITS "A" and "B"**, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$4,039.00 shall be paid by the City for the fee simple and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

Owner agrees to convey to the City fee simple and temporary easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Special Warranty Deed and Temporary Construction Easement in the form and substance as the attached instruments shown as **EXHIBITS "C" and "D"**, respectively.

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Special Warranty Deed and Temporary Construction Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Special Warranty Deed and Temporary Construction Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed and Temporary Construction Easement instruments, the above-stated amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **EXHIBIT "E"**.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price shall be the fair market value of the property at the time the public use was canceled.

Owner and the City agree that said fee simple and temporary easement property rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor

SELLER:

Date: 10/13/20-20

John Gebauer, Jr.
John Gebauer, Jr.

Date: 10/13/2020

Patricia A. Gebauer
Patricia A. Gebauer

Project Name: Old Kimbro Road
Parcel No.: 4
TCAD Tax ID: 460362

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A" and "B"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date



219 SQUARE FEET
RIGHT-OF-WAY DEDICATION
JOHN GEBAUER, JR.

DESCRIPTION OF A 219 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 2.317 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN GEBAUER, JR. IN VOLUME 13391, PAGE 3186, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 219 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING a 1/2" iron rod found in the northwesterly line of Old Kimbro Road (R.O.W. varies) at the most easterly or northeast corner a 4.00 acre tract described in a deed of record to Kirk J. and Cathy W. Jonse in Volume 13207, Page 97, Real Property Records of Travis County, Texas, for the most southerly or southeast corner of said 2.317 Acre Tract and the herein described tract;

THENCE N62°40'08"W, with the common line of said 4.00 Acre Tract and said 2.317 Acre Tract a distance of 7.82 feet to a calculated point for the most westerly or southwest corner of the herein described tract;

THENCE over and across said 2.317 Acre Tract, along a curve to the right having a radius of 1157.00 feet, an arc length of 53.57 feet, and a chord which bears N34°51'09"E, a distance of 53.57 feet to a calculated point in the northwesterly line of said Old Kimbro Road, for the most northerly corner of the herein described tract, from which a 1/2" iron rod found in the northwesterly line of said Old Kimbro Road at the common easterly corner of Lot 1, Block A, Benitez Subdivision, a subdivision of record in Document No. 200300279, Official Public Records of Travis County, Texas and said 2.317 Acre Tract bears N26°27'45"E, a distance of 209.73 feet;

THENCE S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 2.317 Acre Tract, a distance of 53.11 feet to the **POINT OF BEGINNING**, containing an area of 219 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-ROW4-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


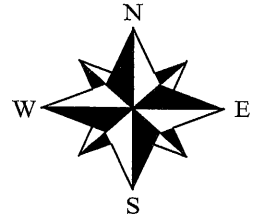

Phillip L. McLaughlin 06-16-20
Registered Professional Land Surveyor
State of Texas No. 5300



EXHIBIT "A"
Page 2 of 2

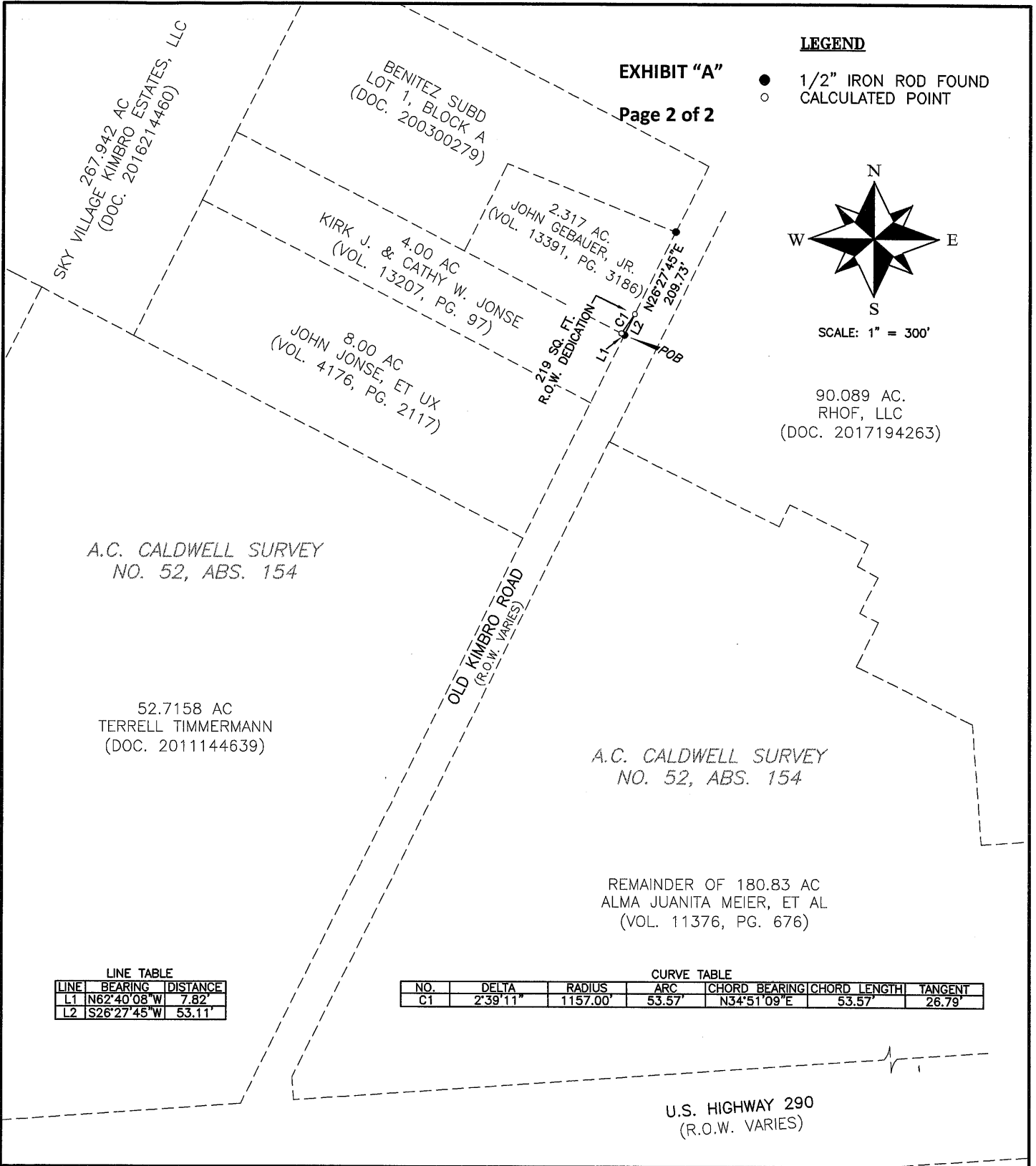
LEGEND

- 1/2" IRON ROD FOUND
- CALCULATED POINT



SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
(DOC. 2017194263)



A.C. CALDWELL SURVEY
NO. 52, ABS. 154

52.7158 AC
TERRELL TIMMERMANN
(DOC. 2011144639)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

REMAINDER OF 180.83 AC
ALMA JUANITA MEIER, ET AL
(VOL. 11376, PG. 676)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N62°40'08"W	7.82'
L2	S26°27'45"W	53.11'

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	2°39'11"	1157.00'	53.57'	N34°51'09"E	53.57'	26.79'

U.S. HIGHWAY 290
(R.O.W. VARIES)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-R0W4-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

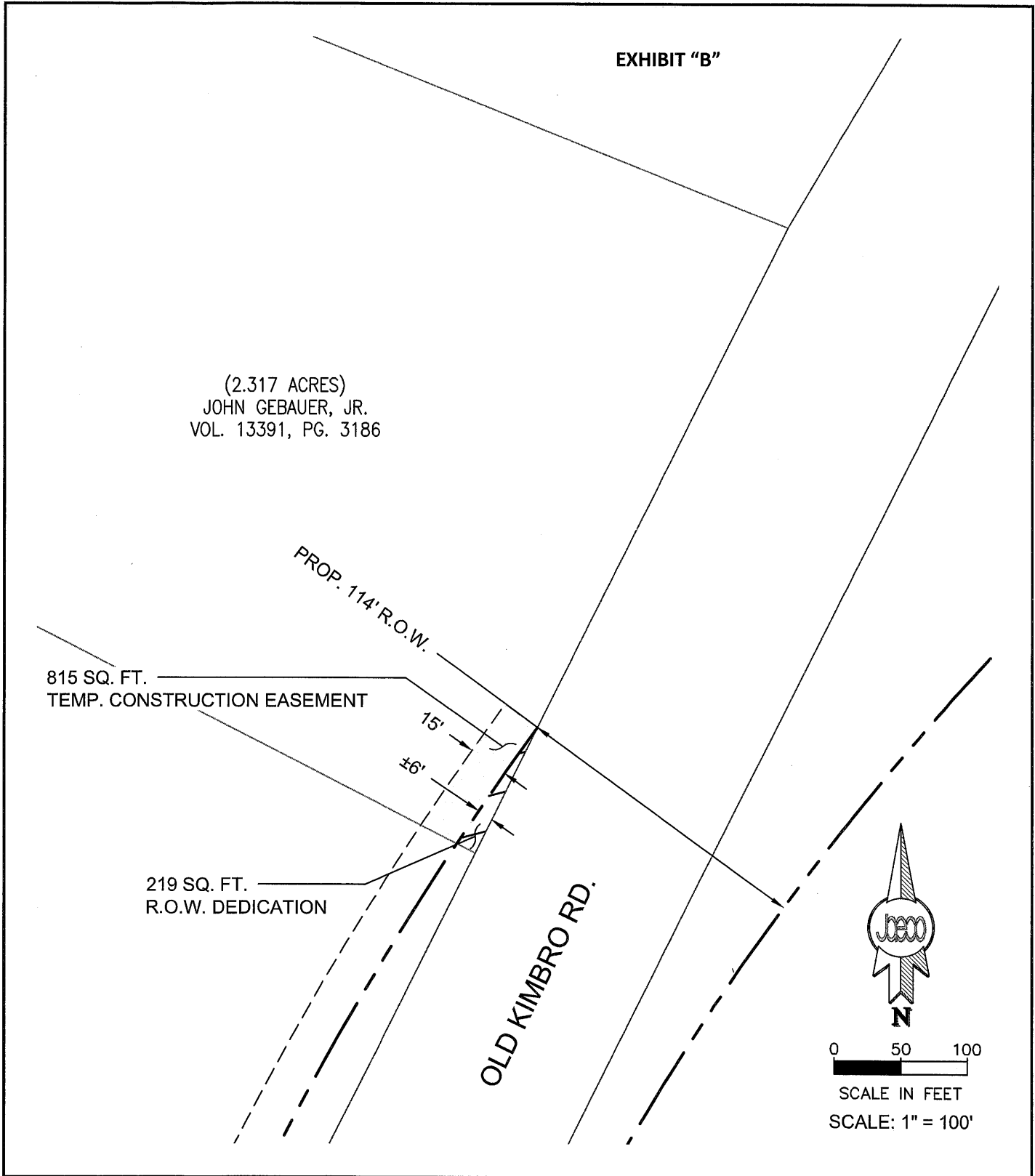
EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L\20230_GR-BASE
DATE: JUNE 16, 2020

219 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 2.317 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN GEBAUER, JR. IN VOLUME 13391, PAGE 3186, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

PLOT DATE: 6/19/2020 9:13 AM
 USER: Vibarra
 FILE: D:\Projects\100 - City Of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\J-100-070-20_ROW-ACQUISITION-EXH_06-19-20.dwg



JAY ENGINEERING COMPANY, INC.
 P.O. Box 1220
 Leander, TX 78646
 Tel. (512) 259-3882
 Fax (512) 259-8016
 Texas Registered Engineering Firm F-4780

CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION
RIGHT-OF-WAY TRACT NO. 4 EXHIBIT

<u>ENGINEER</u> SAMUEL D. KIGER, P.E.	<u>DRAWN BY</u> VDI	<u>DATE</u> 06/19/20	<u>PROJECT NO.</u> 100-070-29	<u>SHEET NO.</u> 5 OF 6
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**SPECIAL WARRANTY DEED
DEDICATION OF RIGHT-OF-WAY**

EXHIBIT "C"

Page 1 of 2

COPY

THE STATE OF TEXAS §

COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

That John Gebauer, Jr. and wife, Patricia A. Gebauer, 13330 Old Kimbro Road, Manor, Texas 78653-4511, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 219 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Manor, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Manor, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

EXECUTED this the ____ day of _____ 2020.

GRANTOR:

COPY

COPY

John Gebauer, Jr.

Patricia A. Gebauer

STATE OF TEXAS

§

COPY

EXHIBIT "C"

COUNTY OF TRAVIS

§

Page 2 of 2

This instrument was acknowledged before me on this _____ day of _____, 2020, by John Gebauer, Jr. and wife, Patricia A. Gebauer for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas

My commission expires: _____

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

COPY

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

COPY

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 4
TCAD Parcel No.: 460362

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

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "D"

Page 1 of 3

STATE OF TEXAS

COUNTY OF TRAVIS

§ COPY § § §

John Gebauer, Jr. and wife, Patricia A. Gebauer, 13330 Old Kimbro Road, Manor, Texas 78653-4511 (called "Grantors" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "Grantee"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "Project") in, upon, and across the following described land:

All that parcel of land, containing 815 square feet, more or less, situated in Travis County, Texas depicted in Exhibit "A" attached and incorporated for all purposes, (called "Temporary Construction Easement").

TO HAVE AND TO HOLD the same during the Project construction period to the City of Manor, its successors and assigns, together with the right and privilege at all times during the Project construction period to enter all or part of the Temporary Construction Easement, which will provide working space to construct the Project. Provided, however, that the City of Manor, after completing and accepting the Project, must restore the surface of the Temporary Construction Easement to a similar or better condition than existed before the Project was undertaken.

This Temporary Construction Easement becomes effective on the start of construction of Project on Grantor's land and expires upon completion of the installation of the Project, but in no event later than six (6) months from the start of construction on Grantor's land. This Temporary Construction Easement automatically terminates on said expiration date and becomes null and void. The City of Manor, its successors and assigns, have no further rights hereunder. No written release by the City of Manor is required or necessary.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

COPY

Executed on _____, 2020.

GRANTOR:

EXHIBIT "D"

Page 2 of 3

COPY

COPY

John Gebauer, Jr.

COPY

Patricia A. Gebauer

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this _____ day of _____ 2020, by John Gebauer, Jr. and wife, Patricia A. Gebauer for the purposes and consideration recited herein.

COPY

Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS:

COPY

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §

EXHIBIT "D"

COUNTY OF TRAVIS §

COPY

Page 3 of 3

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2020.

(SEAL)

COPY

Notary Public-State of Texas

Project: Old Kimbro Road Project
Parcel No.: 4 TCE

After recording, please return to:

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "E"

The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. The City or its contractors agree to remove and replace the existing chain link fencing located along new right of way line described in Exhibit "A" at no cost to Owner as part of the Old Kimbro Road Project. The fencing removed during the project will be replaced with similar materials to a similar or better condition than existed prior to construction of the roadway improvements. Existing gate will be removed and re-hung as part of the construction of the replacement fence. All trees located along the existing fence line within the property described in Exhibits "A" and "B" will be removed as part of Old Kimbro Road Project. Special compensation of \$2,000 was included in appraisal and City's offer for the trees that will be removed.
2. The City or its contractors will construct an asphalt driveway between the back of curb and tie-in to Owner's existing driveway as part of the roadway project at no cost to Owner. Owner's driveway and culvert will remain unchanged.
3. The City or its contractors agree to remove and replace Owner's mailbox as needed during the Old Kimbro Road Project at no cost to Owner.
4. The City or its contractors agree to install a temporary fence to contain Owner's livestock when replacement fence is being installed.
5. The 2-inch Manville Water Supply Corporation water line will be relocated out of the new right of way as part of the roadway project. Owner agrees to grant a new water line easement to Manville Water Supply Corporation.
6. The additional cost of \$1,800 for a land title survey has been added to TOTAL PRICE on page 1 of purchase contract as additional consideration for conveying the 219 square feet of right of way and 815 square feet of temporary construction easement. Appraised value equals \$2,239 plus \$1,800 for additional land title survey cost, equaling \$4,039 total compensation on Page 1 of purchase contract. See attached Exhibit "E-1" for G&R Survey proposal for land title survey.
7. Owner's compensation for conveying 219 square feet of fee simple right of way and 815 square feet of temporary construction easement is summarized below:
\$201 – Value of 219 SF Fee Simple Right of Way
\$38 – Value of 815 SF Temporary Construction Easement
\$2,000 – Special Compensation for trees
\$1,800 – Additional compensation for cost of land title survey.
8. The above-described terms are conditions of the Owner conveying the property described in Exhibits "A" and "B" and survive the closing.

Project Name: Old Kimbro Road
Parcel No.: 4
Owner Name: John Gebauer, Jr.
TCAD Tax ID: 460362

EXHIBIT "E-1"

Page 1 of 2



John Gebauer
13330 Old Kimbro Road
Manor, Texas 78653

Date: September 28, 2020

RE: Estimate for Professional Land Surveying Services

G & R Surveying, LLC is pleased to present this proposal for professional land surveying services to John Gebauer (the client) for the parcel located at 13330 Old Kimbro Road located in Manor, Texas.

Scope of Services:

1. Land Title Survey:

The survey will show the boundary, improvements, visible utilities, and any easement information provided to us, or listed in a commitment for title. Boundary corners will be found and verified or set, and any material discrepancies will be reported.

This item does not include additional requirements such as ALTA/ACSM, parking summaries, underground or plan utility research or zoning matters. These items will be addressed on an hourly basis as the need arises.

In order to furnish a lump sum fee and schedule, the following assumptions were made:

- Sufficient boundary monumentation needed to control the survey is recoverable, and in good condition.
- There are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- There are no complex issues involving the survey contained in the title commitment, which has not been provided to us as of this date.
- You or your title company will furnish us with copies of subject tract deeds, a copy of the current title commitment and copies of all instruments of record as shown on Schedules A and B of the commitment. No additional research, other than obtaining deeds of record based upon current tax maps, will be performed by G&R.
- Services associated with addressing title objection letters, lender requirements, etc., will be

EXHIBIT "E-1"

Page 2 of 2

performed as an additional service at our standard hourly rates.

- Chainsaw and/or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees for this purpose.
- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Lump Sum Fee: \$1,660.00 plus applicable sales tax (\$1,796.95).

Estimated time needed for completion of the survey is approximately 20 working days from your notice to proceed.

The above estimate is for the scope of services listed herein. Any changes or additional services must be in writing and will be billed at our current hourly rates. Pricing in valid through December 31, 2021.

- Field Crew: \$160.00 per hour
- Survey Technician: \$95.00 per hour
- Registered Professional Land Surveyor (R.P.L.S.): \$135.00 per hour

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or require any additional information, please call.

APPROVED

By D. Russell Stapleton, Jr. at 4:02 pm, Sep 28, 2020

D. Russell Stapleton, Jr.
G & R Surveying, LLC

Accepted By: _____
John Gebauer

1805 Ouida Dr. Austin, Texas 78728
Phone (512) 267-7430 Fax (512) 836-8385 Firm # 10032000