

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 Wastewater Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** 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: \$9,750.00 shall be paid by the City for the easement property rights to such property and for which no lien or encumbrance expressed or implied, is retained, as follows:

Initial payment of \$2,500.00 shall be paid to Owner upon receipt of the executed Wastewater Easement (Exhibit B below), together with sketch outlined above as Exhibit "A" and recorded.

Upon City's receipt of the final field notes description, agreed and approved by Owner, the sketch will be replaced with the final field notes and re-recorded. Thereafter, the Owner shall receive the remaining Seven Thousand Two Hundred Fifty Dollars (\$7,250.00).

Owner agrees to convey to the City 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 Wastewater Easement in the form and substance as the attached instrument shown as **EXHIBIT "B"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, together with the executed Wastewater Easement with sketch, 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 Wastewater Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Wastewater Easement for the above-described property at no expense to the Owner.

CD, KP

The City agrees to pay to Owner, upon delivery of the final, properly executed Wastewater Easement instrument with field notes description, the remaining 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.

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.

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 permanent and temporary easement 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.

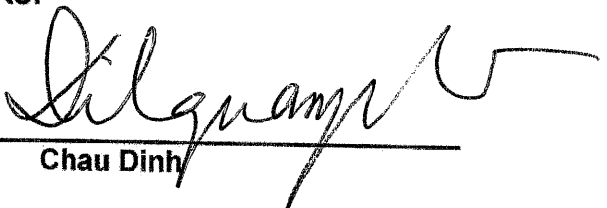
TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

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

Date: _____

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

Date: 10-12-2020

SELLERS:
By: 
Chau Dinh

Date: 10-12-2020

By: 
Anh Kim Pham

Project: Cottonwood Creek Wastewater and Collection System Improvements
Parcel No.: 16
TCAD No.: 845560

CD, KP

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** 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

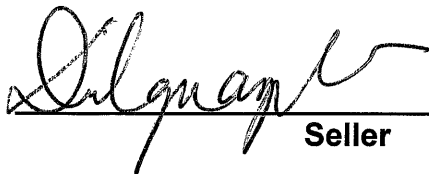
By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

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



Seller

10-12-2020

Date

CD, KP

PLT DATE: 7/27/2020 4:01 PM
 Improvements\Exh-Misc-Files\DWG\EXH-100070-WW & TCE ESMT_07-27-20.dwg

W.W.E. = WASTEWATER EASEMENT
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

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

ENGINEER
 SAMUEL D. KIGER, P.E.

DRAWN BY
 VDI

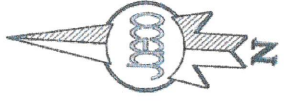
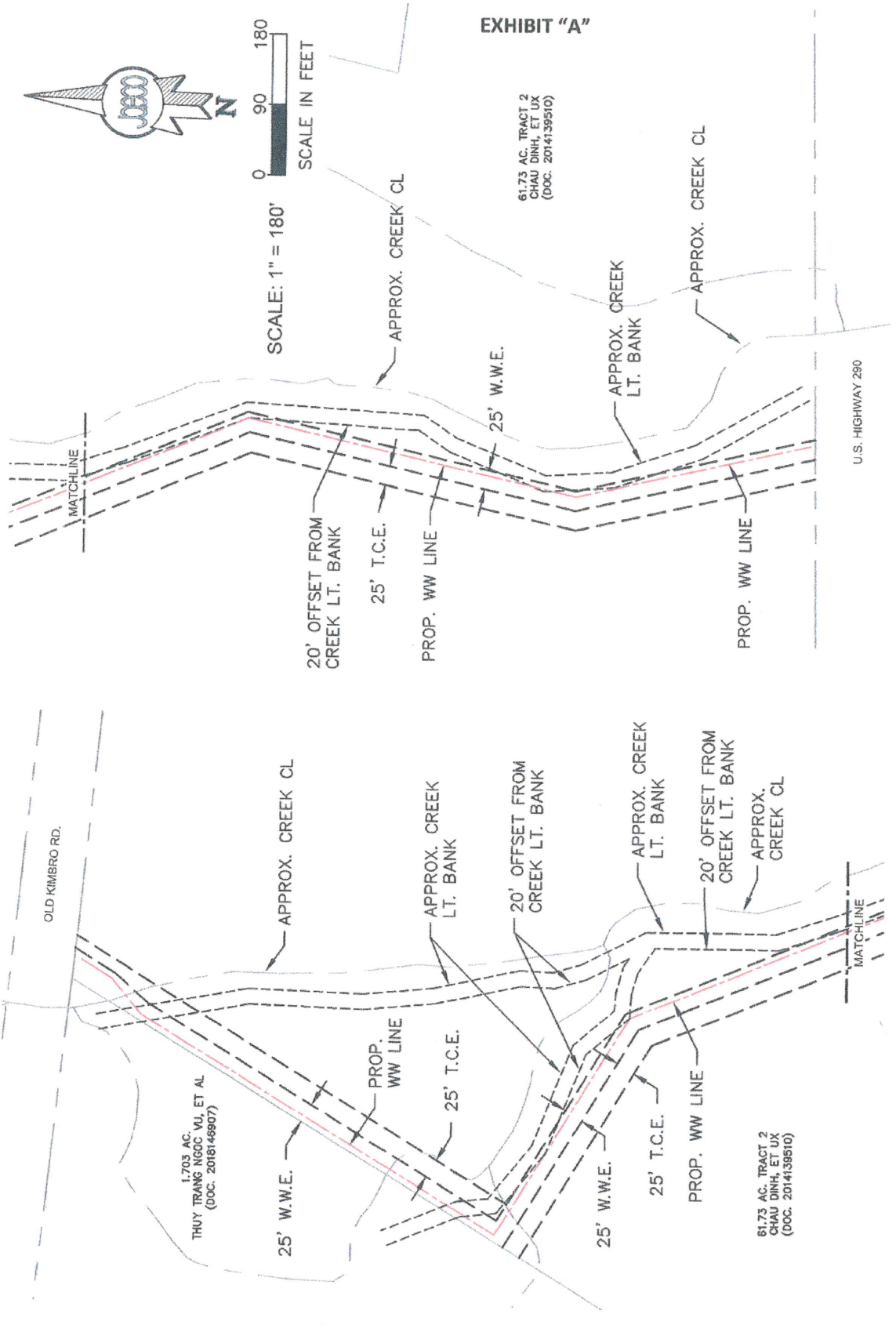
DATE
 07/27/20

PROJECT NO.
 100-070-29

SHEET NO.
 01 OF 01

CITY OF MANOR
EASEMENT LAYOUT EXHIBIT

EXHIBIT "A"



SCALE: 1" = 180'
 SCALE IN FEET

61.73 AC. TRACT 2
 CHAU DINH, ET UX
 (DOC. 2014139510)

1.703 AC.
 THUY TRANG NGOC VU, ET AL
 (DOC. 2018146907)

61.73 AC. TRACT 2
 CHAU DINH, ET UX
 (DOC. 2014139510)

OLD KIMBRO RD.

U.S. HIGHWAY 290

MATCHLINE

MATCHLINE

20' OFFSET FROM
 CREEK LT. BANK

25' T.C.E.

PROP. WW LINE

APPROX. CREEK CL

25' W.W.E.

APPROX. CREEK
 LT. BANK

APPROX. CREEK CL

APPROX. CREEK CL

APPROX. CREEK
 LT. BANK

20' OFFSET FROM
 CREEK LT. BANK

APPROX. CREEK
 LT. BANK

20' OFFSET FROM
 CREEK LT. BANK

APPROX.
 CREEK CL

PROP.
 WW LINE

25' T.C.E.

25' W.W.E.

25' W.W.E.

25' T.C.E.

PROP. WW LINE

WASTEWATER EASEMENT

COPY

DATE: _____, 2020

GRANTOR: **Chau Dinh and Anh Kim Pham**

GRANTOR'S MAILING ADDRESS (including County):
1201 Porterfield Drive, Austin, Travis County, Texas 78753-1617

GRANTEE: **CITY OF MANOR, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston Street, Manor, Travis County, Texas 78653

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A twenty-five foot (25') wide wastewater easement, more or less, located in Travis County, Texas, said easement being more fully described and/or depicted on the sketch in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and the supplying of sanitary sewer or other such utility services in, upon, under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached hereto (the "Wastewater Easement").

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

- COPY
2. Grantor may place and install fill on the Property, provided that the amount of fill placed and installed on the Property does not cause the Facilities to be located at a depth greater than twenty-five feet (25') below the surface of the Property. In the event Grantor installs fill, Grantor will be responsible for adjustment of manholes to new finished grade levels and coating of the new manhole sections, in accordance with City Standards and Ordinance requirements. Any fill activities must be permitted per City Ordinances.
 3. This Wastewater Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
 4. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

TEMPORARY CONSTRUCTION EASEMENT

Grantor also grants to Grantee, its successors and assigns, a temporary work and construction easement for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of wastewater lines, piping, pumps, and other facilities necessary for the transmission of wastewater or other utilities (the "Facilities") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

A twenty-five foot (25') wide temporary work and construction easement, more or less located in Travis County, Texas, and being more particularly described and/or depicted on the sketch in Exhibit "A" attached hereto and incorporated herein for all purposes;

together with the right and privilege at any and all times, while this temporary work and construction easement shall remain in effect, to enter the PROPERTY, or any part thereof, for the purpose of making soils tests, and designing and constructing the Facilities, and making connections therewith; and provided further that, upon the completion and acceptance by GRANTEE of the Facilities this temporary work and construction easement shall terminate and expire.

The covenants and terms of this Temporary Construction Easement and Wastewater Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto

GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

COPY

Chau Dinh

COPY

Anh Kim Pham

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Chau Dinh for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Anh Kim Pham for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas

My commission expires: _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

COPY

By: _____

Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS

§
§
§
§
§
COPY

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

COPY

Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 16
TCAD No.: 845560

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

COPY

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust, dated June 13, 2014, recorded in Document No. 2014086716 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

By: _____
Lee J. Marsalise
Title: _____
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Lee J. Marsalise for the purposes and consideration recited herein.

Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 16
TCAD No.: 845560

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