

CITY OF MANOR PURCHASE AGREEMENT
Cottonwood Creek West Tributary Wastewater Project; Parcel 3

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **First United Builders, 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:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 1.267 acres, 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 1.241 acres, 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. FIFTY-TWO THOUSAND AND NO/100'S DOLLARS (**\$52,000.00**) 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.

LUE Commitment Letter. As additional consideration, the City agrees to deliver to Owner at Closing a letter in the form attached as Exhibit "C" ("LUE Letter"), attached and incorporated herein by reference as if fully set out, committing to provide Owner or his successor-in-interest up to a maximum of 399 living unit equivalents of capacity in the wastewater line to be constructed partially within the Wastewater Easement Parcel. The commitment contained in the LUE Letter shall survive closing and be fully on the terms expressed within Exhibit "C."

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.

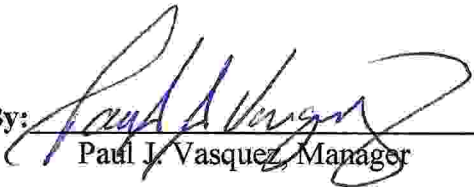
Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

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

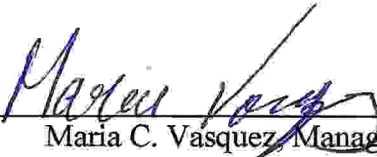
Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

First United Builders, LLC,
a Texas limited liability company

By: 
Paul J. Vasquez, Manager

2-4-2024
Date

By: 
Maria C. Vasquez, Manager

02/04/2024
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: Cottonwood Creek West Tributary Wastewater Project
TCAD Tax ID: 248044



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 1.267 ACRES OF LAND, 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 A CALLED 100.015 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO FIRST UNITED BUILDERS, LLC, RECORDED IN DOCUMENT NO. 2020019707, 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 "D SEELIG RPLS 1908" found in the Westerly line of said 100.015 acre tract, for the Easterly common corner of a called 11.151 acre tract of land described in a General Warranty Deed to Stuart D. Dimond and Madeleine R. Dimond, recorded in Document No. 2004090524 of said O.P.R.T.C.T., and of a called 10.184 acre tract of land described in a General Warranty Deed with Vendor's Lien to Aravind Vangala and Ramya Vuppula, recorded in Document No. 2021107806 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "D SEELIG RPLS 1908" found in the Southerly line of said 11.151 acre tract and the common Northerly line of said 10.184 acre tract, bears North 62°43'05" West a distance of 342.13 feet;

THENCE North 27°18'26" East with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, a distance of 82.39 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, the following two (2) courses and distances:

1. **North 27°18'26" East** a distance of **37.21** feet to a 1/2-inch rebar found; and
2. **North 26°46'53" East** a distance of **89.25** feet to a Calculated Point, from which a 1/2-inch rebar found in the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, bears North 26°46'53" East a distance of 174.99 feet;

THENCE over and across said 100.015 acre tract, the following three (3) courses and distances:

1. **South 16°02'18" West** a distance of **116.78** feet to a Calculated Point;



2. **South 01°29'15" West** a distance of **484.46** feet to a Calculated Point; and
3. **South 33°33'13" East** a distance of **943.80** feet to a Calculated Point in the Easterly line of said 100.015 acre tract and the common Westerly line of a called 10.00 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063846 of said O.P.R.T.C.T.;

THENCE **South 27°13'07" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 10.00 acre tract, a distance of **3.09** feet to a 1/2-inch rebar found for the Westerly common corner of said 10.00 acre tract and of a called 17.37 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063845 of said O.P.R.T.C.T.

THENCE **South 27°16'27" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 17.37 acre tract, a distance of **728.54** feet to a 3/8-inch rebar found for the Westerly common corner of said 17.37 acre tract and of a called 10.00 acre tract of land described in a Deed to Gary L. Srnensky, recorded in Document No. 2008175156 of said O.P.R.T.C.T.;

THENCE over and across said 100.015 acre tract, the following four (4) courses and distances:

1. **North 62°31'05" West** a distance of **25.00** feet to a Calculated Point;
2. **North 27°16'27" East** a distance of **716.86** feet to a Calculated Point;
3. **North 33°33'13" West** a distance of **937.02** feet to a Calculated Point; and
4. **North 01°29'15" East** a distance of **491.19** feet to the **POINT OF BEGINNING** and containing 1.267 acres of land, 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.

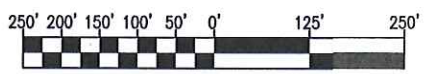
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.


 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 3.DWG



GRAPHIC SCALE

*SEE SHEETS 4-6 FOR DETAIL VIEW

STUART D. DIMOND AND
MADELEINE R. DIMOND
11.151 ACRES
DOC. NO. 2004090524
O.P.R.T.C.T.

ARAVIND VANGALA AND
RAMYA VUPPULA
10.184 ACRES
DOC. NO. 2021107806
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
1.267 ACRES

GREENBURY GATES SURVEY NO.
63, ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY
10.00 ACRES
DOC. NO. 2022063846
O.P.R.T.C.T.



JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

GARY L. SRNENSKY
10.00 ACRES
DOC. NO. 2008175156
O.P.R.T.C.T.

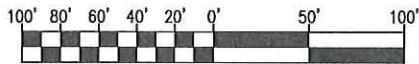
LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "D SEELIG RPLS 1908"
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ 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

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06	FIELDBOOKS 13/419	SCALE: 1" = 250'	



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



GRAPHIC SCALE

STUART D. DIMOND AND
MADELEINE R. DIMOND
11.151 ACRES
DOC. NO. 2004090524
O.P.R.T.C.T.

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

ARAVIND VANGALA AND
RAMYA VUPPULA
10.184 ACRES
DOC. NO. 2021107806
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
1.267 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

P.O.B.

P.O.C.

N01°29'15"E 491.19'

S01°29'15"W 484.46'

N26°46'53"E
174.99'

N62°43'05"W 342.13'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N27°18'26"E	82.39'
L2	N27°18'26"E	37.21'
L3	N26°46'53"E	89.25'
L4	S16°02'18"W	116.78'
L5	S27°13'07"W	3.09'
L6	N62°31'05"W	25.00'

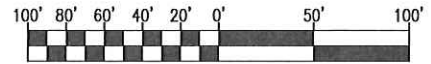
MATCHLINE SHEET 4
SHEET 5

JOB NUMBER: 22-021		DATE: 12/13/22	
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RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 06		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

MATCHLINE SHEET 4
SHEET 5



GRAPHIC SCALE

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

S33°33'13"E 943.80'
N33°33'13"W 937.02'

WASTEWATER LINE
EASEMENT
1.267 ACRES

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

JOSEPH MURPHY COFFEY
10.00 ACRES
DOC. NO. 2022063846
O.P.R.T.C.T.

L5

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

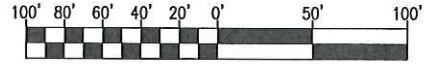
MATCHLINE SHEET 5
SHEET 6

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06	FIELDBOOKS 13/419	SCALE: 1" = 100'	



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

MATCHLINE SHEET 5
SHEET 6



GRAPHIC SCALE



FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

WASTEWATER LINE
EASEMENT
1.267 ACRES

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

L6 3/8"

GARY L. SRNENSKY
10.00 ACRES
DOC. NO. 2008175156
O.P.R.T.C.T.

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: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06 of 06		FIELDBOOKS 13/419	SCALE: 1" = 100'



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

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.

**WASTEWATER EASEMENT
AND TEMPORARY WORKSPACE EASEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

That, **First United Builders, 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, 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 one (1) wastewater line not to exceed 18” in nominal internal diameter, connections therewith, manholes, vents, and all necessary appurtenances thereto (the “**Project**”) for the purpose of transporting wastewater, upon, across, under, and through the following described property:

A tract of land consisting of 1.267 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 1.267 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 west and south being approximately 1.241 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. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement while the same is in effect, unless such duty, right or obligation specifically survives termination of the Temporary Easement.

The **Permanent Easement** and **Temporary Easement** are collectively referred to herein as the "Easements."

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**. Nothing herein shall be understood or construed to grant, provide, or allow **Grantee** ingress, egress, or access on **Grantor's** adjoining property or private roads or right of ways for any reason, with the exception of any approved access roads. **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 commercial, residential, mixed use, agricultural, pasture, crops, open space, set-back, density, street, 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.

Notwithstanding any other provision in this Agreement, **Grantor** is permitted to construct driveways, streets, roads, and alleys (including gravel, asphalt, or concrete driveways, streets, roads, or alleys), at any locations above the Easements that the **Grantor** chooses provided the portion of a street or road constructed above the Easement must cross the Easement at or near 90 degrees and may not cause a violation of any applicable governmental pipeline regulation, or unreasonably interfere with the operation and maintenance of the Pipeline. **Grantor's** construction of any such streets or roads shall be at **Grantor's** sole expense. **Grantor** may also construct and/or install fences, berms, road ditches, drainage ditches and improvements, conduits, flow lines, water, sewer, gas, electric, fiber optic, cable TV, telephone or other utility lines across the **Permanent Easement** at any angle of not less than ninety (90) degrees to **Grantee's** pipeline, provided that all of **Grantee's** required and applicable spacings, including depth separation limits and are met by **Grantor**.

Grantee, its employees, agents, contractors, subcontractors and invitees shall observe all of the terms of this Agreement while on **Grantor's** property and **Grantee** agrees to enforce compliance therewith by its employees, agents, contractors, subcontracts and invitees.

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 or gate which now crosses or may cross the Easements during initial construction of the **Project** and any subsequent work or use of the Easements. **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. Prior to cutting any fence of **Grantor**, **Grantee** shall immediately adequately brace the fence to be cut on both sides of the proposed cut with appropriate "H" bracing with adequate footings as necessary to maintain the fence and prevent escape of livestock from the property, if any. **Grantee** shall maintain and keep the H braces and gates installed by **Grantee** in a state of good repair and appearance. Upon completion of initial construction and any subsequent work on the Easements, any fencing destroyed or disturbed by **Project** activities shall be installed by **Grantee**, at its sole expense, along the same alignment and approximate location of **Grantor's** existing fences. All gates used by **Grantee** in connection with operations under this Agreement shall be kept closed and locked, except when passing through same at all times.

Grantee agrees that upon completion of construction of the Project and any subsequent work conducted by **Grantee** on the Easements, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction or said activities. **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 to as nearly as reasonably practicable in **Grantee's** determination, to the same condition in which the surface was immediately before initial construction or any subsequent use or work, including the restoration of any fencing, sidewalks, streets, pavement, 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 and subsequent use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover. In the event **Grantee** damages any irrigation or water lines or water sources on **Grantor's** property, **Grantee** shall immediately repair the water or irrigation lines at **Grantee's** sole expense.

Grantee shall use best efforts to maintain the **Permanent Easement** in a clean, smooth, and level condition as is practical, removing all discarded materials, debris, and trash deposited by **Grantee** during either initial construction or for subsequent maintenance or repair.

Grantee agrees to bury the Pipeline so that the top of the Pipeline lies at least forty-eight inches (48") below the surface when constructed/installed, except at those locations where rock is encountered, where a minimum cover of twenty-four (24") inches will be provided. In the event the Pipeline crosses underground facilities of **Grantor** or of third parties, the Pipeline shall be buried to a depth consistent with industry standards regarding minimum separation between facilities.

Grantee shall have the right to cut or clear from the Easements, all trees, shrubbery, undergrowth, and any other obstructions that may injure, endanger or interfere with the construction, operation, maintenance, inspection, repair or use of the Pipeline and/or

Easements. During the initial construction, **Grantee** shall dispose of all brush and debris, if any, cleared from the Easements by chipping and/or spreading or removing it from the property. The method of disposal shall be determined by the **Grantee**.

Grantee shall require its contractors and subcontractors to maintain or cause to be maintained, in full force and effect throughout the term of this Agreement, at its/their sole cost and expense, the insurance described below, with coverages and limits at levels customary in the industry for performing work, activities, operations and services similar to those to be performed as described in this Agreement but at levels not less than the minimums indicated.

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.
- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in parts a, b, and c above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this Agreement, **Grantee** shall furnish **Grantors** a certificate of insurance evidencing the coverage required herein.

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).

If the Grantor herein is anything other than a natural person, the person(s) executing this Agreement represent they have authority to act on behalf of the Grantor and bind the Grantor. The person executing this Agreement on behalf of Grantee signature represents they have authority to act on behalf of the Grantee and bind the Grantee.

This conveyance is made by Grantor and accepted by Grantee subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of the county in which the property is located and that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Easements are granted by GRANTOR "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE EASEMENTS AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT NEITHER GRANTOR NOR A GRANTOR PARTY HAS MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE EASEMENTS, GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT SUCH EASEMENTS AND AREAS ARE OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

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.

Within a reasonable period of time, upon **Grantor's** request **Grantee** shall provide **Grantor** with a copy of the record drawings reflecting the final location of the Pipeline and related appurtenances.

Grantee shall keep **Grantor's** property free and clear of any and all liens and encumbrances resulting from any work or act done by **Grantee** or on its behalf pursuant to this Agreement.

The undersigned executing on behalf of **Grantee** hereby represents and warrants that such party is duly authorized and has the authority to bind **Grantee** to the terms and provisions hereof.

This conveyance contemplated herein is consummated and the Agreement is executed in lieu of and under threat of eminent domain.

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, by and through **Grantor** but not otherwise, 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 line, and for making connections therewith.

IN TESTIMONY WHEREOF, the parties have executed this Right-of-Way and Easement Agreement on this ____ day of _____, 2023.

[signature pages to follow]

GRANTOR:

First United Builders, LLC
a Texas limited liability company

By: _____
Paul J. Vasquez, Manager

Date

By: _____
Maria C. Vasquez, Manager

Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

Project Name: Cottonwood Creek West Tributary Wastewater Project
Parcel No. 3
TCAD PID No.: 248044

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 1.267 ACRES OF LAND, 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 A CALLED 100.015 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO FIRST UNITED BUILDERS, LLC, RECORDED IN DOCUMENT NO. 2020019707, 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 "D SEELIG RPLS 1908" found in the Westerly line of said 100.015 acre tract, for the Easterly common corner of a called 11.151 acre tract of land described in a General Warranty Deed to Stuart D. Dimond and Madeleine R. Dimond, recorded in Document No. 2004090524 of said O.P.R.T.C.T., and of a called 10.184 acre tract of land described in a General Warranty Deed with Vendor's Lien to Aravind Vangala and Ramya Vuppula, recorded in Document No. 2021107806 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "D SEELIG RPLS 1908" found in the Southerly line of said 11.151 acre tract and the common Northerly line of said 10.184 acre tract, bears North 62°43'05" West a distance of 342.13 feet;

THENCE North 27°18'26" East with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, a distance of 82.39 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, the following two (2) courses and distances:

1. **North 27°18'26" East** a distance of **37.21** feet to a 1/2-inch rebar found; and
2. **North 26°46'53" East** a distance of **89.25** feet to a Calculated Point, from which a 1/2-inch rebar found in the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, bears North 26°46'53" East a distance of 174.99 feet;

THENCE over and across said 100.015 acre tract, the following three (3) courses and distances:

1. **South 16°02'18" West** a distance of **116.78** feet to a Calculated Point;



2. **South 01°29'15" West** a distance of **484.46** feet to a Calculated Point; and
3. **South 33°33'13" East** a distance of **943.80** feet to a Calculated Point in the Easterly line of said 100.015 acre tract and the common Westerly line of a called 10.00 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063846 of said O.P.R.T.C.T.;

THENCE **South 27°13'07" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 10.00 acre tract, a distance of **3.09** feet to a 1/2-inch rebar found for the Westerly common corner of said 10.00 acre tract and of a called 17.37 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063845 of said O.P.R.T.C.T.

THENCE **South 27°16'27" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 17.37 acre tract, a distance of **728.54** feet to a 3/8-inch rebar found for the Westerly common corner of said 17.37 acre tract and of a called 10.00 acre tract of land described in a Deed to Gary L. Srnensky, recorded in Document No. 2008175156 of said O.P.R.T.C.T.;

THENCE over and across said 100.015 acre tract, the following four (4) courses and distances:

1. **North 62°31'05" West** a distance of **25.00** feet to a Calculated Point;
2. **North 27°16'27" East** a distance of **716.86** feet to a Calculated Point;
3. **North 33°33'13" West** a distance of **937.02** feet to a Calculated Point; and
4. **North 01°29'15" East** a distance of **491.19** feet to the **POINT OF BEGINNING** and containing 1.267 acres of land, 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.

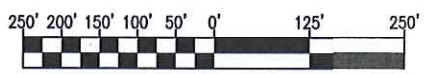
Frank W. Funk 12/15/2022

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 3.DWG



GRAPHIC SCALE

*SEE SHEETS 4-6 FOR DETAIL VIEW

STUART D. DIMOND AND
MADELEINE R. DIMOND
11.151 ACRES
DOC. NO. 2004090524
O.P.R.T.C.T.

ARAVIND VANGALA AND
RAMYA VUPPULA
10.184 ACRES
DOC. NO. 2021107806
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
1.267 ACRES

GREENBURY GATES SURVEY NO.
63, ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY
10.00 ACRES
DOC. NO. 2022063846
O.P.R.T.C.T.



JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

GARY L. SRNENSKY
10.00 ACRES
DOC. NO. 2008175156
O.P.R.T.C.T.

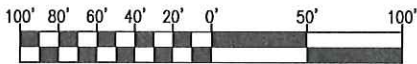
LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "D SEELIG RPLS 1908"
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ 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

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06	FIELDBOOKS 13/419	SCALE: 1" = 250'	



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



GRAPHIC SCALE

STUART D. DIMOND AND
MADELEINE R. DIMOND
11.151 ACRES
DOC. NO. 2004090524
O.P.R.T.C.T.

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

ARAVIND VANGALA AND
RAMYA VUPPULA
10.184 ACRES
DOC. NO. 2021107806
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
1.267 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

P.O.B.

P.O.C.

N01°29'15"E 491.19'

S01°29'15"W 484.46'

N26°46'53"E
174.99'

N62°43'05"W 342.13'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N27°18'26"E	82.39'
L2	N27°18'26"E	37.21'
L3	N26°46'53"E	89.25'
L4	S16°02'18"W	116.78'
L5	S27°13'07"W	3.09'
L6	N62°31'05"W	25.00'

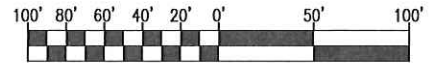
MATCHLINE SHEET 4
SHEET 5

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06	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

MATCHLINE SHEET 4
SHEET 5



GRAPHIC SCALE

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

S33°33'13"E 943.80'
N33°33'13"W 937.02'

WASTEWATER LINE
EASEMENT
1.267 ACRES

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

JOSEPH MURPHY COFFEY
10.00 ACRES
DOC. NO. 2022063846
O.P.R.T.C.T.

L5

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

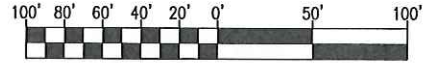
MATCHLINE SHEET 5
SHEET 6

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06	FIELDBOOKS 13/419	SCALE: 1" = 100'	



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

MATCHLINE SHEET 5
SHEET 6



GRAPHIC SCALE



FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

WASTEWATER LINE
EASEMENT
1.267 ACRES

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

L6 3/8"

GARY L. SRNENSKY
10.00 ACRES
DOC. NO. 2008175156
O.P.R.T.C.T.

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: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06 of 06		FIELDBOOKS 13/419	SCALE: 1" = 100'



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

EXHIBIT “C” – LUE COMMITMENT LETTER

_____, 2024

Paul J. Vasquez, Manager
First United Builders, L.L.C.
23103 Park Road
Tomball, Texas 77377-4017

By hand delivery

Re: City of Manor Cottonwood Creek West Tributary Wastewater Collection System
100.015-acre tract located at 14401 Bois D Arc Lane in Manor, Texas

Dear Mr. Vasquez:

This letter is a commitment by the City of Manor (“City”) to provide up to a maximum of 399 LUEs (living unit equivalents) of wastewater service capacity to First United Builders’ property comprised of 100.015 acres located at 14401 Bois D Arc Lane in Manor, Texas, and recorded at Instrument No. 2020019707 of the Official Public Records of Travis County, Texas (referred to herein as the “Whole Property”). This commitment is additional consideration for and is contingent upon First United Builders’ entering into and finalizing a purchase agreement granting the City a 1.267-acre wastewater easement and 1.241-acre temporary construction easement out of the Whole Property for the total sum of **\$52,000**.

The 1.267-acre wastewater easement and 1.241-acre temporary construction easement are more fully described by metes and bounds and plat in the attached Exhibit “A.” The wastewater easement and temporary construction easement are both for the purpose of constructing, maintaining, and operating a 18” wastewater line which will be available to serve the Whole Property. In addition to the LUE commitment, the City agrees to construct 2 stub-outs along the permanent easement to serve the Whole Property.

The City’s commitment for wastewater service will be available after construction of the 18” wastewater line for a period of 5 years from the date the City places the line in service. The initial term can be extended for an additional 5 years if written request is made to the City prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 399 LUEs of wastewater service capacity for the Whole Property.

This provision of wastewater service is contingent upon payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed facilities, as well as compliance with all applicable Federal, state, and city laws, ordinances, policies, requirements and procedures. First United Builders, L.L.C. or their successor in interest, will be required to design and construct all the internal site wastewater facilities required to accommodate all proposed development on the Whole Property. No further extensions of this service commitment will be granted under this agreement.

The commitment capacity is transferable to subsequent owners of the Whole Property provided notice of such transfer is provided to the City not less than thirty (30) days prior to any transfer of the property. The LUE capacity is not transferable to any other property. An LUE is equivalent to the utility use of a single- family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time.

Sincerely,

Scott Moore
City Manager

c: Paige Saenz
City Attorney