

CITY OF MANOR PURCHASE AGREEMENT
Manor Commercial Park Sewer Line Project

**THE STATE OF TEXAS
COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Juanita Nava Andrade** (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:

Public Utility Easement Parcel: All that certain tract, piece or parcel of land consisting of **9,746** 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.

Total Price. THIRTY-FIVE THOUSAND-SEVEN HUNDRED THIRTY-SIX AND NO/100'S DOLLARS (**\$35,736.00**) total shall be paid by the City for a permanent easement to the Public Utility 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 public utility 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.

Public Utility Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Public Utility Easement in substantially the form and substance as set out in Exhibit "A" attached hereto and incorporated herein. The City agrees to prepare the Public Utility 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.

Access. As additional consideration, the City has agreed to allow Owner to connect to one of three sewer manholes over and across the PUE to allow Owner to access to sewer service owned and operated by the City of Manor Owner with an approved set of development plans.

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 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:

Juanita Nava Andrade

By: _____
Juanita Nava Andrade

Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

By: _____
Dr. Christopher Harvey, Manor

Date

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

That **Juanita Nava Andrade**, ("**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 public utility easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of public utility infrastructure, including but not limited to water pipelines, facilities, valves, wastewater lines, facilities, manholes, vents, telecommunications lines, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 9,746 square feet, 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 9,746 square foot parcel being referred to hereafter as the **PUE**.

The right to use the **PUE** 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, public utility infrastructure, including but not limited to water pipelines, reclaimed water pipelines, wastewater pipelines, telecommunication lines, connections therewith, and all necessary appurtenances thereto including valves, vents, manholes, and other facilities.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **PUE**. **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 **PUE** for any and all purposes not inconsistent with the purposes set forth in this Agreement. **Grantor** may not use any part of the **PUE** if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the **PUE** for the purposes for which the **PUE** is being granted herein.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **PUE**.

Grantee shall have the right to remove any fence which now crosses or may cross the **PUE** 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 work within the **PUE**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **PUE** as nearly as is reasonably possible in **Grantee's** sole determination to the same condition in which the **PUE** was found immediately before construction began; however, vegetation other than groundcover cleared from the **PUE** will not be replaced.

Grantee shall be obligated to restore the surface of the **PUE** at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **PUE** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easement granted hereunder, except that **Grantee** shall not be obligated to replace trees. **Grantor** shall maintain the integrity of the footings and foundation of the existing billboard sign noted on Exhibit "A" at all times during **Grantor's** exercise of the easement rights granted hereunder.

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 utility infrastructure including but not limited to water utility lines and wastewater utility lines, and for making connections therewith.

GRANTOR:

Juanita Nava Andrade

By: _____
Juanita Nava Andrade

Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: _____
Dr. Christopher Harvey, Manor

Date

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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was executed before me by Juanita Nava Andrade, on
this the _____ day of _____, 2025

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 _____ 2025, 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: Manor Commercial Park Sewer Line Project
TCAD Tax ID: 236911

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 0.2237 OF ONE ACRE OF LAND (9,746 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 21.152 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO JUANITA NAVA, RECORDED IN DOCUMENT NO. 2020095917 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:

BEGINNING at a Concrete Monument with 3-inch aluminum disc found in the Southeast line of Lot 7R, Block 5, LONE STAR ELECTRIC SUBDIVISION, a subdivision of record in Document No. 202400119 of said O.P.R.W.C.T., for the Southwest corner of said 21.152 acre tract and the common North corner of Lot 3, KIMBRO ROAD ESTATES, a subdivision of record in Volume 79, Page 12 of the Plat Records of Travis County, Texas (P.R.T.C.T.);

THENCE **North 27°17'44" East**, with the Northwest line of said 21.152 acre tract and the common Southeast line of said Lot 7R, a distance of **324.85** feet to a 5/8-inch iron pipe found in the Southwest line of a called 21.69 acre tract of land described in a Special Warranty Deed to Minnie Mae Harbers Vrazel, recorded in Document No. 2020146894 of said O.P.R.W.C.T., for the Northwest corner of said 21.152 acre tract and the common Northeast corner of said Lot 7R;

THENCE **South 62°44'16" East**, with the Northeast line of said 21.152 acre tract and the common Southwest line of said 21.69 acre tract, a distance of **30.00** feet to a Calculated Point;

THENCE **South 27°17'44" West**, over and across said 21.152 acre tract, a distance of **324.88** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the Southwest line of said 21.152 acre tract and the common Northeast line of Lot 3, KIMBRO ROAD ESTATES, a subdivision of record in Volume 79, Page 12 of said P.R.T.C.T.;

THENCE **North 62°40'16" West**, with the Southwest line of said 21.152 acre tract and the common Northeast line of said Lot 3, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.2237 of one acre (9,746 Square Feet) of land, more or less.

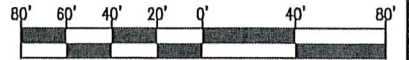
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

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 March, 2025.

 03/13/2025
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 24-048
Attachments: "K:\2024\24048 - COM Zalam Tract\CAD\DWGs"



GRAPHIC SCALE

MINNIE MAE HARBERS VRAZEL
(21.69 ACRES)
NO. 2020146894
O.P.R.T.C.T.

WASTEWATER LINE EASEMENT
0.2237 OF ONE ACRE
(9,746 SQUARE FEET)

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

LONE STAR
ELECTRIC SUBDIVISION
DOC. NO 202400119
O.P.R.T.C.T.

BLOCK 5
LOT 7R

25' TEMPORARY
CONSTRUCTION EASEMENT
0.1865 OF ONE ACRE
(8,122 SQUARE FEET)

JUANITA NAVA
(21.152 ACRES)
DOC. NO. 2020095917
O.P.R.T.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S62°44'16"E	30.00'
L2	N62°40'16"W	30.00'

POINT OF
BEGINNING

LEGEND

- ☐ CONCRETE MONUMENT WITH 3" ALUMINUM DISC FOUND
- ⊙ 5/8-INCH IRON PIPE FOUND
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS

ZALARAM LLC
NO. 2008011604
O.P.R.T.C.T.

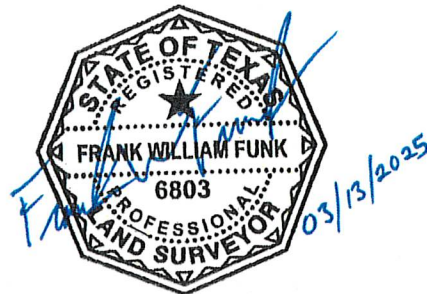
LOT 3
KIMBRO ROAD ESTATES
VOL. 79, PG. 12
P.R.T.C.T.

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 AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A ***GRID-TO-SURFACE*** COMBINED ADJUSTMENT FACTOR OF 1.0000531800

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



JOB NUMBER: 24-048		DATE: 03/13/2025	
PROJECT NAME: COM ZALARAM TRACT			
DRAWING NAME: NAVA WASTEWATER EASEMENT			
DRAWING FILE PATH: "K:\12024\24048 - COM ZALARAM TRACT\CAD\DWGS\			
METES AND BOUNDS FILE PATH: "K:\12024\24048 - COM ZALARAM TRACT\DESCRIPTIONS\			
RPLS: FWF	TECH: LTI	PARTY CHIEF: KD	CHK BY: FWF
SHEET 03 of 03		FIELDBOOKS 76/473	SCALE: 1" = 80'



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