



## **PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (this "Agreement") is entered into by and between **Protestant Episcopal Church Council of the Diocese of Texas**, a Texas non-profit corporation (the "Seller"), and the **City of Manor, Texas**, a municipal corporation situated in Travis County, Texas (the "Purchaser"). Seller and Purchaser may also be referred to singularly as "Party" or collectively as "Parties."

### **AGREEMENT**

Seller and Purchaser agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as defined below), and subject to terms and conditions of this Agreement, a tract or parcel of land described as:

**+/- 10.428 acres of land being a portion of a called 23.00 acre tract of land described in a Special Warranty Deed to Protestant Episcopal Church Council of the Diocese of Texas, Recorded in Document Number 2014080057 of the Official Public Records of Travis County, Texas as depicted in the survey attached hereto as Exhibit "A" and incorporated herein for all purposes.**

together with all improvements thereon, all rights and interests appurtenant thereto, including all of Seller's right, title, and interest, if any, in and to adjacent streets, alleys, rights-of-way, easements, any adjacent strips or gores of land, any awards for damage to such tracts or parcels or any part by reason of casualty (collectively, the "Land"); and all improvements of every kind and description located in, on, over, and under the Land (collectively, the "Improvements"). The Land and the Improvements are collectively called the "Property." All of the Property shall be conveyed, assigned, and transferred to Purchaser at Closing (as defined below) free and clear of all liens, claims, easements and encumbrances whatsoever, except for the Permitted Encumbrances (as hereinafter defined).

2. **Purchase Price.** The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which Purchaser agrees to pay to Seller, subject to the terms hereof, is Three Million Five Hundred Thousand and No/100 Dollars (**\$3,500,000**).

Purchaser shall pay the Purchase Price to Seller in good funds on the Closing Date (as hereinafter defined), subject to any adjustments provided for in this Agreement.

3. **Seller's Representations, Warranties and Covenants.** Seller hereby represents and warrants to, and covenants with Purchaser that:

a. Seller will have as of the Closing Date good and indefeasible title in fee simple to the Land, subject only to the Permitted Encumbrances, and free and clear of all liens;

b. From the date of this Agreement until the Closing Date, Seller shall:

(i) not enter into any agreement or instrument or take any action that would constitute an encumbrance of the Property, that would bind Purchaser or the Property after the Closing Date, or that would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Purchaser; and

(ii) afford Purchaser and its representatives the continuing right to inspect and perform non-invasive tests on the Property at reasonable hours and upon reasonable

written notice, and inspect all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Property;

c. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or by the Closing Date will be) paid by Seller and no liens or other claims for the same have been (or by the Closing Date will be) filed or asserted against any part of the Property;

d. Seller has full right, power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms;

e. Seller is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f)(3) and the regulations issued thereunder); and

f. Seller (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing its inability to pay its debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (vi) does not have any such petition described in (v) filed against Seller.

g. Any and all Seller's disclosures, representations and warranties in this Agreement are made based upon Seller's actual current knowledge without any duty to investigate or make any inquiry as to the matter disclosed.

**4. Purchaser's Representations, Warranties, and Covenants.** Purchaser hereby represents and warrants to, and covenants with, Seller that Purchaser has full right, power, and authority to execute, deliver, and perform this Agreement, subject to approval of this Agreement by the City Council of the City of Manor, Texas, the signature of the Mayor and the countersignature of the City Controller of the City of Manor, Texas. This Agreement, when executed and delivered by Seller and Purchaser, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

**5. Feasibility Period; Title Report and Survey.**

a. Within five (5) days following the date that this Agreement is countersigned by the City Controller of the City of Manor, Texas (the "Effective Date"), Purchaser shall deposit Thirty-Five Thousand and No/100 Dollars (**\$35,000.00**) (the "Option to Purchase Consideration"), in escrow with Independence Title, Attention Aimee Randle, (the "Title Company"). At Closing, the Option to Purchase Consideration shall be applied to the Purchase Price. In the event the Closing does not occur, for any reason, the Option to Purchase Consideration shall be nonrefundable to Purchaser.

b. Within fifteen (15) days following the Effective Date, Seller shall provide to Purchaser the following items relating to the Property, if any of the items are in Seller's possession, custody or control: (1) copies of all documents indicating compliance or noncompliance with any governmental entity with jurisdiction over the Property; (2) any soil, engineering and environmental reports; and (3) all contracts and agreements that are not cancelable upon thirty (30) days' notice.

c. Commencing on the Effective Date and ending at the expiration of up to ninety (90) days thereafter (which time period may be shortened by Purchaser at its option),

Purchaser shall have a period (the "Feasibility Period") during which Purchaser may examine the Property and conduct any and all such tests and studies as Purchaser may desire, including but not limited to non-invasive environmental and asbestos testing, in order to determine if the Property is suitable for Purchaser's purposes. During such period, Purchaser at its sole cost and expense may obtain an additional survey (the "Survey") and Phase I environmental site assessments of the Property. Seller will furnish Purchaser a commitment for title insurance (the "Title Commitment") including copies of recorded documents evidencing exceptions. Seller authorizes the Title Company to deliver the commitment and related documents to Purchaser and Purchaser's address. To the extent permitted by law, Purchaser agrees to defend, indemnify and hold Seller, its officers, and employees harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) sustained by Seller which result from or arise out of any inspections conducted by Purchaser or its authorized representatives of the Property; provided, however, such indemnity shall not extend to liabilities arising from the mere discovery of existing conditions or defects in, on or under the Property. Purchaser will promptly repair at Purchaser's sole cost and expense all damage to the Property caused by Purchaser or Purchaser's agents and contractors. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Contract or the Closing.

No later than the end of the Feasibility Period, Purchaser shall notify Seller in writing if Purchaser desires to terminate this Agreement. If Purchaser does not notify Seller, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms hereof. Purchaser has the right to terminate this Agreement at any time within the Feasibility Period.

d. In the event that Purchaser's environmental testing reveals the presence of any environmental contamination in levels requiring remediation, Purchaser shall notify Seller. Thereupon, either Seller or Purchaser may terminate this Agreement, whereupon all moneys deposited by Purchaser except the Independent Consideration shall be refunded to Purchaser.

e. Purchaser shall have until the end of the Feasibility Period to examine the items delivered pursuant to Sections 5(b), a Title Commitment and a current Survey, provided by Seller at Seller's sole cost and expense, and to specify to Seller those items affecting the Property that Purchaser finds objectionable (the "Encumbrances"). Items shown in the Title Commitment or Survey and not objected to by Purchaser in its written objections within such period shall be deemed items for which Purchaser will accept title (the "Permitted Encumbrances"). Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate, cure, remove or modify Purchaser's title or survey objections, except for exceptions voluntarily caused or created by Seller after the Effective Date of this Agreement. The Title Company shall deliver on the Closing Date an amended Title Commitment reflecting the cure of the Encumbrances. Any liens affecting the Property shall be Encumbrances, whether or not so specified in any notice by Purchaser, and Seller shall cause the liens to be released at or prior to Closing.

f. If Seller fails or is unwilling to cause all of the Encumbrances to be removed or cured by the Closing Date, or if the Title Commitment or Survey indicates that Seller does not own indefeasible fee simple title to the Land, Purchaser shall have the following rights, as its sole and exclusive remedies:

(i) to terminate this Agreement by giving Seller written notice, in which event the Earnest Money (as hereinafter defined), save and except the Independent Consideration, shall be returned to Purchaser, and neither party shall have any further rights, duties, or obligations hereunder; or

(ii) to elect to waive the Encumbrances not so removed or cured and close the purchase and sale contemplated by this Agreement without any reduction in the Purchase Price in accordance with the remaining terms and provisions, whereupon the

Encumbrances not so removed or cured shall become Permitted Encumbrances, to be treated in the manner provided herein for Permitted Encumbrances.

**6. As-Is, Where-Is.** Purchaser and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Purchaser and its representatives desire.

PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR (A) SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN SECTION 3 AND (B) THE WARRANTY OF TITLE IN THE DEED REFERRED TO IN SECTION 8(B)(I), UPON CLOSING, PURCHASER SHALL ACCEPT THE PROPERTY AS/IS WHERE IS WITH ALL FAULTS AND DEFECTS AND SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, (ii) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, REGULATIONS, STATUTES OR ORDINANCES OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iii) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, OR (iv) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. SPECIFICALLY, PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION OR LAND USE LAWS, RULES OR REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE AS DEFINED BY U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY CLOSING DOCUMENT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER SHALL RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, SELLER'S AGENTS OR CONTRACTORS GENERATED FROM THIRD PARTY SOURCES. PURCHASER IS PURCHASING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, KNOWN OR UNKNOWN. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER INCLUDING, BUT NOT LIMITED TO LISTING BROKER, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY CLOSING DOCUMENT. THE STATEMENTS AND DISCLAIMERS MADE UNDER THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING.

**7. Earnest Money.** Upon the expiration of the Feasibility Period, Purchaser shall deposit in escrow with the Title Company the amount of Thirty Five Thousand and No/100 Dollars (**\$35,000.00**) (the "Earnest Money"), which shall be held by the Title Company in an interest-bearing account as earnest money to bind the transaction contemplated hereby. Unless otherwise delivered to Seller or Purchaser pursuant to the terms hereof, the Earnest Money, together with all interest thereon, shall be credited to the Purchase Price at the Closing. The Title Company shall acknowledge receipt of the Earnest Money in writing.

**8. Closing.** The consummation by the parties of the transaction contemplated by this Agreement is herein called the "Closing." Closing shall take place on or before the expiration of thirty (30) days after expiration of the Feasibility Period, with the exact time and date (the "Closing Date") of Closing to be specified in a written notice from Purchaser to Seller at least seven (7) days in advance of such date. The time, date or location of Closing may be modified by agreement of the parties.

At the Closing, the following (which are mutually concurrent conditions) shall occur:

a. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller, through the Title Company:

(i) The balance due for the Purchase Price, adjusted as provided for herein, such amount to be paid in good funds;

(ii) Evidence satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so; and

(iii) Any other instruments duly executed by Purchaser as are customarily executed in Travis County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company.

(iv) Payment for any additional title premiums for any title endorsements required by Purchaser, excluding the cost of the basic title insurance premium for the title policy.

b. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser, through the Title Company, the following:

(i) A Special Warranty Deed in form and substance substantially equivalent to the form shown on **Exhibit B** attached hereto and incorporated herein, fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title in and to the Land and any Improvements thereon, subject only to the Permitted Encumbrances as provided for in Section 5(e), which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;

(ii) Evidence satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so;

(iii) An executed and acknowledged affidavit that Seller is not a "foreign person" as described in Section 3.i. herein;

(iv) A certificate, executed and sworn to by Seller, confirming that there are no unpaid bills, claims, debts, or liens relating to the Property arising through or under Seller as of the Closing Date except with respect to specified bills, claims, debts, or liens;

(v) Such other instruments duly executed by Seller as are customarily executed in Travis County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles or interests in and to the Property.

c. Seller shall pay, in addition to any other costs to be paid by Seller as provided elsewhere herein, (i) the basic title insurance premium for the title insurance policy on the Property acquired by Purchaser, excluding any additional title premiums for any title endorsements required by Purchaser (ii) the cost to record and file any releases of Encumbrances, (iii) Seller's own attorneys' fees.

d. Purchaser shall pay any costs of Purchaser's inspection or evaluation of the Property, Purchaser's own attorneys' fees, costs to record the deed, additional title premiums

for any title endorsements required by Purchaser, and any other costs to be paid by Purchaser as provided elsewhere herein.

e. Any escrow fees and delivery fees charged by the Title Company, and any other routine closing fees, shall be allocated as is customary in Travis County, Texas. All normal and customarily pro-ratable items, including but not limited to real estate and personal property taxes, rents, and utility bills, if any, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same up to such date and Purchaser being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known at the Closing Date, the prorations shall be made on the basis of the best evidence available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Purchaser. Seller hereby acknowledges that Seller is not subject to ad valorem taxes. Seller's prorated taxes, if any, shall be dispersed to the appropriate tax collector by the Title Company at closing. If this sale or Purchaser's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Purchaser. This paragraph 8e survives closing.

f. On or before the Closing Date, Seller and its agents, employees, tenants and occupants, shall vacate the Property and deliver to Purchaser possession of the Property with all parts of the Property in the same condition as of the Effective Date, excepting normal wear and tear.

**9. Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested, or by deposit with Federal Express for overnight delivery, or other reputable overnight courier, facsimile (with retained receipt) or email (with retained receipt). Notice given as aforesaid shall be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. Notice given in any other manner shall be effective only upon receipt by the party to whom it is addressed. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to: The Protestant Episcopal Church Council of the Diocese of Texas  
Attn: David N. Fisher  
1225 Texas Street  
Houston, TX 77002  
(713) 521-2218 Facsimile  
dfisher@epicenter.org

With a copy to: RBM Law Group, PLLC  
Attn: Roslyn Bazzelle  
2799 Katy Freeway, Suite 250  
Houston, TX 77007  
(713) 249-0844 Office  
[roslyn@rbmlawgroup.com](mailto:roslyn@rbmlawgroup.com)

If to Purchaser, to: City of Manor, Texas  
Attn: City Manager  
105 E. Eggleston St.  
Manor, TX 78653

With a copy to: The Knight Law Firm  
Attn: Paige Saenz  
223 E. Anderson Ln  
Austin, TX 78752

Either party may change its address to another location in the continental United States, upon five (5) days prior written notice to the other given in the manner provided above.

10. **Brokerage.** None.

11. **Assignment.** Purchaser shall have the right to assign this Agreement, or any right or interest hereunder, after providing Seller written notice. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

12. **Governing Law; Enforcement.**

a. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and is further subject to all terms and provisions of the Charter and Code of Ordinances of the City of Manor, Texas. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Travis County, Texas.

b. Should any provision of this Agreement require judicial interpretation, Seller and Purchaser hereby agree and stipulate that the court so interpreting or considering shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared it, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.

c. The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Agreement without further authorization from other City officials, and Seller covenants to provide the City Attorney with all documents and records that the City Attorney reasonably deems necessary to assist in determining Seller's compliance with

this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

**13. Remedies.**

a. If Purchaser fails or is unable to perform its obligations pursuant to this Agreement for any reason other than Purchaser's termination hereof pursuant to a right granted to Purchaser in this Agreement to do so, or breach by Seller of its representations, warranties or agreements hereunder, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and interest thereon to Seller as liquidated damages (and not as penalty) for the breach by Purchaser (Seller and Purchaser hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Purchaser would be difficult or impossible to accurately ascertain).

b. If Seller fails or is unable to perform any of its obligations or agreements hereunder, either prior to or at Closing, or if any of Seller's representations or warranties made hereunder, or any of the information furnished by Seller pursuant hereto, should be either false or misleading in any material respect, Purchaser shall have the right and option, as its sole and exclusive remedies, to:

(i) terminate this Agreement by giving Seller written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and all interest thereon, save and except the Independent Consideration to be delivered to Seller, to Purchaser; or

(ii) enforce specific performance of the obligations of Seller to convey and assign the Property to Purchaser pursuant to the terms hereof and to perform its other obligations hereunder, provided that, in the event that Purchaser seeks specific performance, an action seeking such remedy must be filed within six (6) months of Seller's default or alleged default, or the same shall be deemed barred and Purchaser's sole remedy shall be as set forth in (i) above.

**14. Damage or Taking Prior to Closing.** Prior to Closing, risk of loss with regard to the Property shall be borne by Seller. If, prior to Closing, the Property, or any portion thereof, is materially damaged or becomes subject to a taking (other than by the Purchaser) by virtue of eminent domain, Purchaser shall have the option, which must be exercised by it within fifteen (15) business days (and the Closing will be automatically extended, if necessary, to provide Purchaser with such fifteen (15) business day period) after its receipt of written notice from Seller advising of such damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing. If Purchaser elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease, and the Earnest Money and any interest thereon, save and except the Independent Consideration to be delivered to Seller, shall be returned to Purchaser. If Purchaser elects to proceed with the Closing, all rights, duties, obligations and liabilities created hereunder shall continue, and (a) Purchaser shall be entitled to any and all insurance proceeds or condemnation awards payable as a result of such damage or taking, and (b) Seller shall assign to Purchaser at Closing all of Seller's rights to such proceeds or awards.

**15. Entire Agreement.** This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification thereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless in writing and signed by the party to be bound.

**16. Exhibits.** Attached hereto and incorporated herein for all purposes are the following exhibits:



**Exhibit A**  
**Exhibit B**

**THE LAND**  
**SPECIAL WARRANTY DEED**

**17. Confidentiality.** Seller and Purchaser agree to use their best efforts to keep confidential price, terms, conditions, and all other information that is a part of this transaction. Seller and Purchaser agree that they will disclose such matters only to such third parties as may be necessary to carry out usual and customary activities related to the transaction. Seller has the right to discuss with others any offer or agreement regarding the City's acquisition of the subject property, or may (but is not required to) keep the offer or agreement confidential from others. Notwithstanding the foregoing, Seller acknowledges that the terms of this transaction may become known to the public when the matter is considered by the Manor City Council, or pursuant to a request under the Texas Public Information Act.

**18. Miscellaneous.**

a. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

b. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

c. The obligations of the Agreement that cannot be performed before termination of this Agreement or before Closing will survive termination of this Agreement or Closing, and the legal doctrine of merger will not apply to these matters. However, if there is any express conflict between the closing documents provided pursuant to Section 8 hereinabove and this Agreement, the closing documents will control.

d. Time is of the essence in this Agreement.

e. Following the execution of this Agreement by Purchaser through its City Manager, the City Manager for the City of Manor, Texas, shall have the authority to act on the behalf of Purchaser in making extensions to the Closing Date or to make other modifications to this Agreement for the purposes of enabling the achievement of the Purchaser's objectives to acquire the Property from Seller.

**19. Development Obligations.**

In addition to the Purchase Price, in consideration for the sale/purchase of the Property, the Purchaser shall complete the following:

1. Construction and development of a circular road (the "Road") providing ingress and egress to St. Mary Magdalene ("Church") to Hill Lane located [or to be located] as depicted on the attached survey [OR] to be mutually agreed upon by the parties as provided herein.
2. Construction of and placement of at least two (2) monument signs (the "Signage") for the Church in locations to be mutually agreed upon by the Purchaser and Seller during the Feasibility Period.
3. Development of a plan and installation of water detention (the "Water Detention") servicing / benefiting the Church in connection with its future development on Seller's remainder tract consisting of approximately 14 acres which is adjacent to the Property to be acquired by Purchaser.

Prior to the expiration of the Feasibility Period, Seller and Purchaser will determine the timing, method and coordination of the Road, Signage and Water Detention Plan, to be detailed in an instrument or agreement in a form acceptable to both parties. At Closing, the parties shall enter into such instruments or agreements necessary to establish the parties agreements and all terms, conditions related to the same, which shall be filed of record in the official public records of Travis County, Texas.

***[Execution pages follow]***

**EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS**, each of which shall be an original, which together shall constitute but one and the same instrument, effective as of the date of countersignature by Purchaser's City Controller.

SELLER

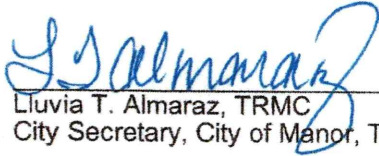
**PROTESTANT EPISCOPAL CHURCH COUNCIL  
OF THE DIOCESE OF TEXAS, a Texas  
corporation**


By: David Fisher  
Name: <sup>856057714049</sup>David N. Fisher  
Title: Assistant Secretary

PURCHASER

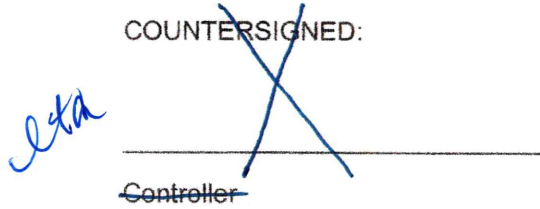
CITY OF MANOR, TEXAS

ATTEST:

  
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary, City of Manor, Texas

By:   
\_\_\_\_\_  
Scott Moore  
City Manager of the City of Manor



  
\_\_\_\_\_  
~~Controller~~

COUNTERSIGNED:

Countersignature Date: August 23, 2023.

**EXHIBIT A**

**EXHIBIT B**

**SPECIAL WARRANTY DEED**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TRAVIS       §**

**GRANTOR:**

**Protestant Episcopal Church Council of the Diocese of Texas, a Texas nonprofit corporation**

**GRANTOR'S MAILING ADDRESS:**

1225 Texas Street  
Houston, Texas 77002

**GRANTEE:**

**The City of Manor, Texas, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas**

**GRANTEE'S MAILING ADDRESS:**

105 E. Eggleston St.  
Manor, TX 78653

**CONSIDERATION:**

Ten and No/100's Dollars (\$10.00) and other good and valuable consideration

**PROPERTY:**

**+/- 10.428 acres of land being a portion of a called 23.00 acre tract of land described in a Special Warranty Deed to Protestant Episcopal Church Council of the Diocese of Texas, Recorded in Document Number 2014080057 of the Official Public Records of Travis County, Texas as depicted in the survey attached hereto as Exhibit "A" and incorporated herein for all purposes.**

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. This conveyance is made by Grantor and accepted by Grantee subject to all matters of record with the County Clerk of Travis County, Texas, affecting the Property and all matters affecting the Property that are visible on the ground or that would be shown on a current survey of the Property, but only to the extent the same are valid, enforceable against municipalities, and relate to the Property.

Grantor, for the consideration, and subject to the reservations from and exceptions to conveyance and warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto and improvements thereon in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty set forth above, when such claim is by, through or under Grantor, but not otherwise.

**IN WITNESS WHEREOF**, these presents have been executed by Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROTESTANT EPISCOPAL CHURCH COUNCIL  
OF THE DIOCESE OF TEXAS, a Texas  
corporation**

By: \_\_\_\_\_  
Name: David N. Fisher  
Title: Assistant Secretary

**STATE OF TEXAS**  
**COUNTY OF HARRIS**

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by David N. Fisher, Assistant Secretary of **Protestant Episcopal Church Council of the Diocese of Texas**, a Texas corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

(Notary Seal)

Accepted:

**GRANTEE:**

**THE CITY OF MANOR, TEXAS**

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

By: \_\_\_\_\_  
Dr. Christopher Harvey  
Mayor of the City of Manor

**THE STATE OF TEXAS §**  
**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of **THE CITY OF MANOR, TEXAS**, a Texas municipality located in Travis County, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas



**Certificate Of Completion**

Envelope Id: 9B38662D1E6C4EB6B97A38ECC6B97FE0  
 Subject: Complete with DocuSign: 2023 Purchase and Sale Agreement Final City of Manor  
 Source Envelope:  
 Document Pages: 16 Signatures: 1  
 Certificate Pages: 1 Initials: 0  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Michael Hilfinger  
 1225 Texas Ave  
 Houston, TX 77002  
 mhilfinger@epicenter.org  
 IP Address: 12.175.57.250

**Record Tracking**

Status: Original  
 8/15/2023 8:56:50 AM

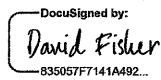
Holder: Michael Hilfinger  
 mhilfinger@epicenter.org

Location: DocuSign

**Signer Events**

David Fisher  
 dfisher@epicenter.org  
 Assistant Secretary  
 Episcopal Diocese of Texas  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 835057F7141A492...

Signature Adoption: Pre-selected Style  
 Using IP Address: 12.175.57.250

**Timestamp**

Sent: 8/15/2023 8:57:58 AM  
 Viewed: 8/15/2023 9:24:37 AM  
 Signed: 8/15/2023 9:24:46 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/15/2023 8:57:58 AM
Certified Delivered	Security Checked	8/15/2023 9:24:37 AM
Signing Complete	Security Checked	8/15/2023 9:24:46 AM
Completed	Security Checked	8/15/2023 9:24:46 AM
Payment Events	Status	Timestamps