

CITY OF MANOR PURCHASE CONTRACT

THE STATE OF TEXAS

COUNTY OF TRAVIS

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

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

TOTAL PRICE: \$11,940.00 shall be paid by the City for the fee simple, permanent easement and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

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

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

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

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

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

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed, Slope Easement and Temporary Construction Easement instruments, the above-stated

amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall be prorated at the closing effective as of the date of closing.

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


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

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

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

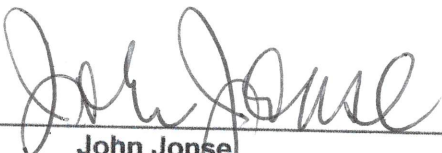
**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: 11-18-2020

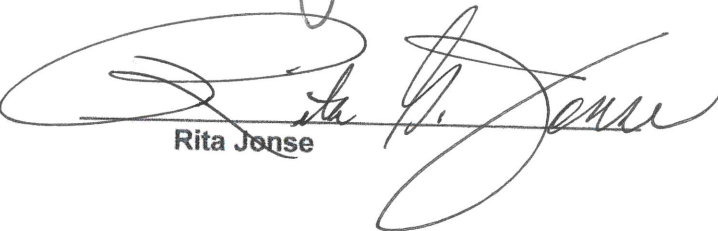
By: 
Dr. Larry Wallace, Jr., Mayor

SELLER:

Date: 10-29-2020


John Jonse

Date: 10-29-2020


Rita Jonse

Project Name: Old Kimbro Road
Parcel No.: 2, 2SE and 2TCE
TCAD Tax ID: 248128

JOINDER BY TENANT

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

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

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

John J. Miller
Seller

10-29-2020
Date



5,836 SQUARE FEET
RIGHT-OF-WAY DEDICATION
JOHN JONSE, ET UX

DESCRIPTION OF A 5,836 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5,836 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe found in the northwesterly line of Old Kimbro Road (R.O.W. varies), at the most easterly corner of a 52.7158 acre tract described in a deed of record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas, for the most southerly or southeast corner of said 8.00 Acre Tract and the herein described tract;

THENCE N62°39'26"W, with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 17.05 feet to a calculated point for the most westerly or southwest corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract, at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 986.93 feet;

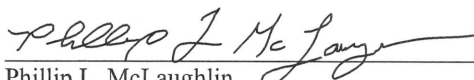
THENCE N26°31'49"E, over and across said 8.00 Acre Tract, a distance of 346.50 feet to a calculated point in the southerly or southwest line of a 4.00 acre tract described in a deed of record to Kirk J. and Cathy W. Jonse in Volume 13207, Page 97, Real Property Records of Travis County, Texas, for the most northerly or northwest corner of the herein described tract;

THENCE S62°39'29"E, with the common line of said 4.00 Acre Tract and said 8.00 Acre Tract, a distance of 16.64 feet to a calculated point in the northwesterly line of said Old Kimbro Road, at the common easterly corner of said 4.00 Acre Tract and said 8.00 Acre Tract, for the most easterly or northeast corner of the herein described tract, from which a 1/2" iron rod found at the common easterly corner a 2.317 acre tract described in a deed of record to John Gebauer, Jr. in Volume 13391, Page 3186, Real Property Records of Travis County, Texas and said 4.00 Acre Tract, bears N26°27'45"E, a distance of 173.33 feet;

THENCE S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 8.00 Acre Tract, a distance of 346.51 feet to the **POINT OF BEGINNING**, containing an area of 5,836 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-ROW2-EX

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


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



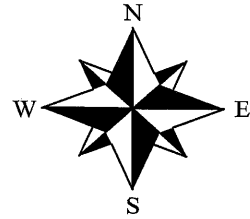
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- CALCULATED POINT

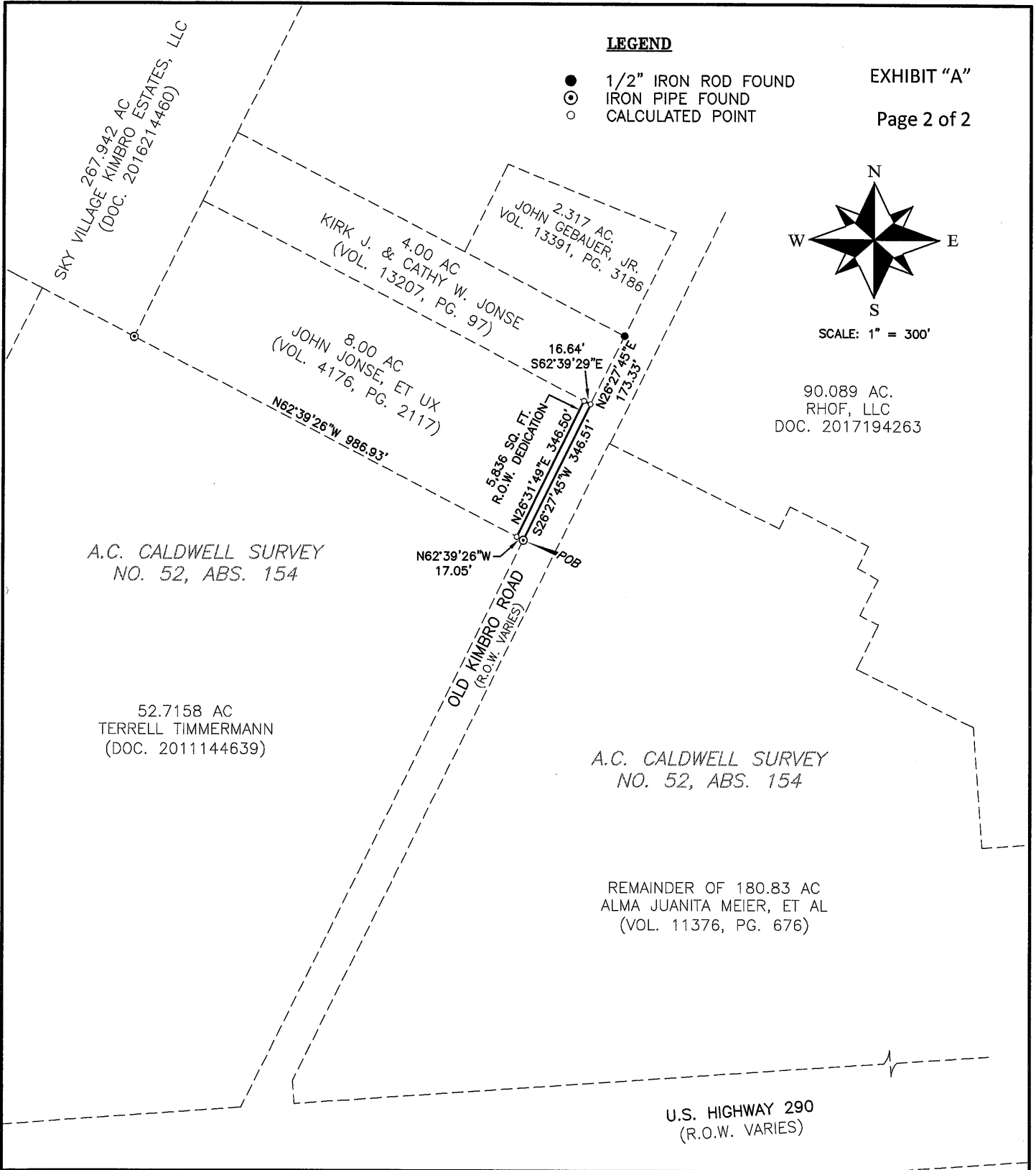
EXHIBIT "A"

Page 2 of 2



SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
DOC. 2017194263



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-ROW2-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

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

5,836 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

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



821 SQUARE FEET
SLOPE EASEMENT
JOHN JONSE, ET UX

DESCRIPTION OF A 821 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 821 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron pipe found in the northwesterly line of Old Kimbro Road (R.O.W. varies), at the common easterly corner of a 52.7158 acre tract described in a deed of record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas and said 8.00 Acre Tract, from which a 1/2" iron rod found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of a 2.317 acre tract described in a deed of record to John Gebauer, Jr. in Volume 13391, Page 3186, Real Property Records of Travis County, Texas and a 4.00 acre tract described in a deed of record to Kirk J. and Cathy W. Jonse in Volume 13207, Page 97, Real Property Records of Travis County, Texas, bears N26°27'45"E, a distance of 519.84 feet;

THENCE N62°39'26"W, with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 17.05 feet to a calculated point for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

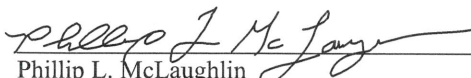
THENCE N62°39'26"W, continuing with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 12.33 feet to a calculated point for the most westerly corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract, at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 974.59 feet;

THENCE over and across said 8.00 Acre Tract, the following seven (7) courses:

1. N27°31'33"E, a distance of 18.10 feet to a calculated point;
2. N76°09'10"E, a distance of 12.79 feet to a calculated point;
3. N25°51'23"E, a distance of 72.51 feet to a calculated point;
4. N21°43'57"W, a distance of 10.15 feet to a calculated point;
5. N27°56'21"E, a distance of 22.16 feet to a calculated point;
6. N64°12'13"E, a distance of 16.62 feet to a calculated point;
7. S26°31'49"W, a distance of 141.13 feet to the **POINT OF BEGINNING**, containing an area of 821 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-SE2-EX

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

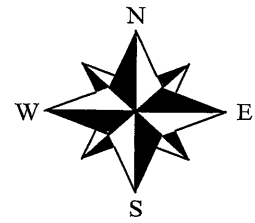

 Phillip L. McLaughlin 06-17-20
 Registered Professional Land Surveyor
 State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- CALCULATED POINT



SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
(DOC. 2017194263)

SKY VILLAGE KIMBRO ESTATES, LLC
267.942 AC
(DOC. 2016214460)

BENITEZ SUBD
LOT 1, BLOCK A
(DOC. 200300279)

2.317 AC.
JOHN GEBAUER, JR.
(VOL. 13391, PG. 3186)

4.00 AC
KIRK J. & CATHY W. JONSE
(VOL. 13207, PG. 97)

8.00 AC
JOHN JONSE, ET UX
(VOL. 4176, PG. 2117)

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

52.7158 AC
TERRELL TIMMERMANN
(DOC. 2011144639)

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

44.033 AC.
RHOF, LLC
DOC. 2019198316

OLD KIMBRO ROAD
(R.O.W. VARIES)



LINE	BEARING	DISTANCE
L1	N62°39'26"W	17.05'
L2	N62°39'26"W	12.33'
L3	N27°31'33"E	18.10'
L4	N76°09'10"E	12.79'
L5	N25°51'23"E	72.51'
L6	N21°43'57"W	10.15'
L7	N27°56'21"E	22.16'
L8	N64°12'13"E	16.62'
L9	S26°31'49"W	141.13'

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

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-SE2-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
1 / 1

EXHIBIT

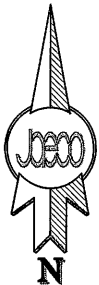
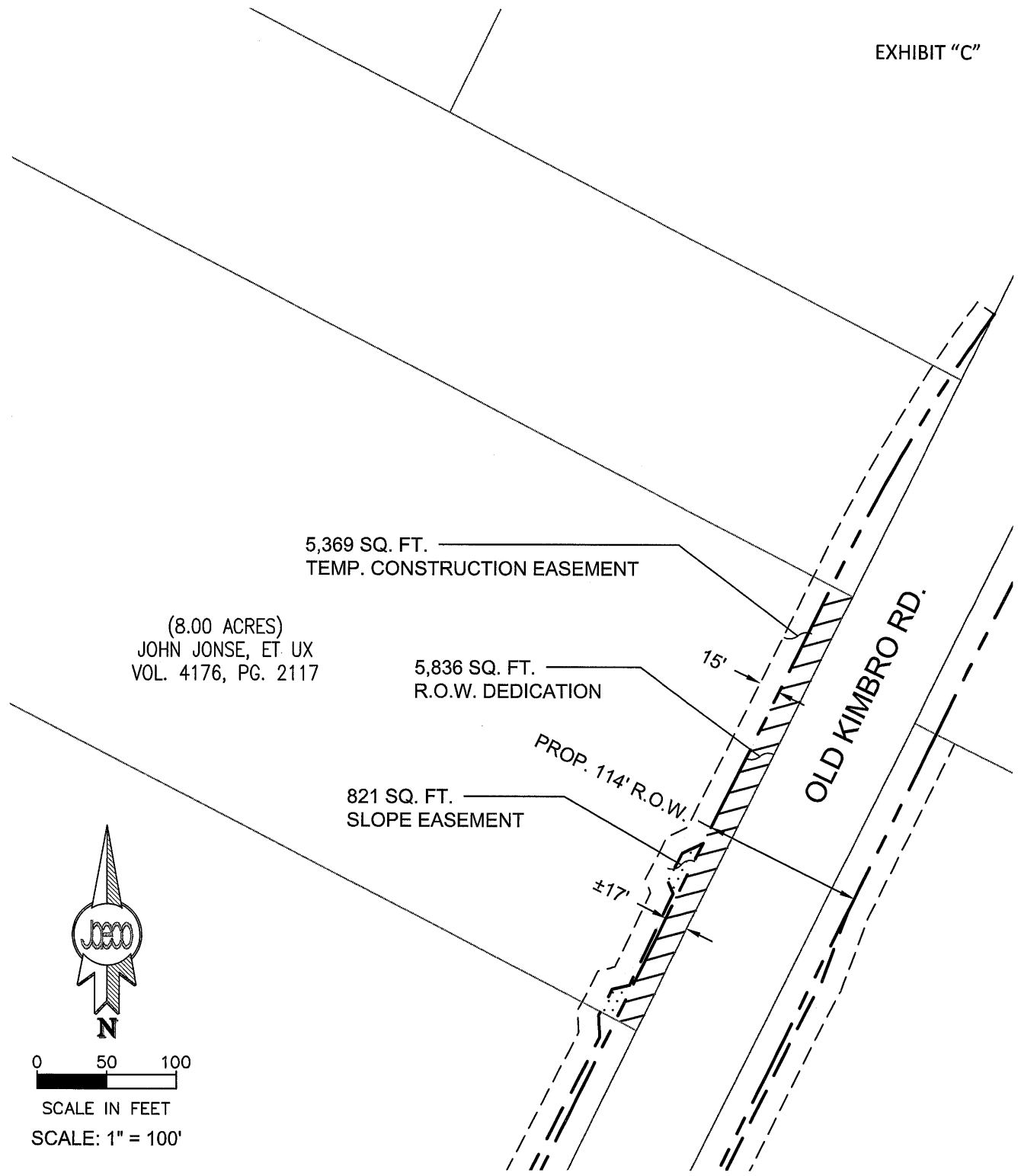
PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\20230_GR-BASE
DATE: JUNE 17, 2020

821 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

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

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

EXHIBIT "C"



0 50 100
SCALE IN FEET
SCALE: 1" = 100'

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

CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION
RIGHT-OF-WAY TRACT NO. 2 EXHIBIT

<p><u>ENGINEER</u> SAMUEL D. KIGER, P.E.</p>	<p><u>DRAWN BY</u> VDI</p>	<p><u>DATE</u> 06/19/20</p>	<p><u>PROJECT NO.</u> 100-070-29</p>	<p><u>SHEET NO.</u> 3 OF 6</p>
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**SPECIAL WARRANTY DEED
DEDICATION OF RIGHT-OF-WAY**

THE STATE OF TEXAS §

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

That John Jonse and Rita Jonse., P. O. Box 21, Manor, Texas 78653-0021, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 5,836 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

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

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

EXECUTED this the ____ day of _____ 2020.

GRANTOR:

EXHIBIT "D"

Page 2 of 3

John Jonse

Rita Jonse

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public, State of Texas
My commission expires: _____

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

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS

§

EXHIBIT "D"

COUNTY OF TRAVIS

§

Page 3 of 3

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

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

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 2
TCAD Parcel No.: 248128

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

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.

SLOPE EASEMENT

DATE: _____, 2020

GRANTOR: John Jonse and Rita Jonse

GRANTOR'S MAILING ADDRESS (including County):

P. O. Box 21, Manor, Travis County, Texas 78653-0021

GRANTEE: City of Manor, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS (including County):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: _____

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

EASEMENT PROPERTY:

A 821 square feet tract of land, being a portion of that certain 8.00 acre tract, more or less, out of the A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas; same being described in a deed to John Jonse, et ux, of record in Volume 4176, Page 2117 of the Deed Records of Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement shall be used for the purpose of designing, placing, constructing, replacing, modifying, or maintaining and causing to be designed, placed, constructed, replaced, modified or maintained a slope to accommodate roadway grading in lieu of retaining walls (the "Slope Improvements").

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee's successors and assigns an exclusive, perpetual slope easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways and landscaping ("authorized improvements") on, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining authorized improvements. But, Grantor may not construct any buildings or similar improvements on the Easement Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.
2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof.

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

[Signature pages follow this page.]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

John Jonse

Rita Jonse

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 _____ 2020, personally appeared John Jonse, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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 _____ 2020, personally appeared Rita Jonse, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public - State of Texas

Project Name: Old Kimbro Road
Parcel No.: 2SE
TCAD Tax ID.: 248128

AFTER RECORDING RETURN TO:

City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

John Jonse and Rita Jonse., P. O. Box 21, Manor, Texas 78653-0021 (called "**Grantors**" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "**Grantee**"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "**Project**") in, upon, and across the following described land:

All that parcel of land, containing 5,369 square feet, more or less, situated in Travis County, Texas depicted in **Exhibit "A"** attached and incorporated for all purposes, (called "**Temporary Construction Easement**").

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

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

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

Executed on _____, 2020.

GRANTOR:

John Jonse

Rita. Jonse

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS:

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

(SEAL)

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 2TCE
TCAD No.: 248128

After recording, please return to:

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "G"

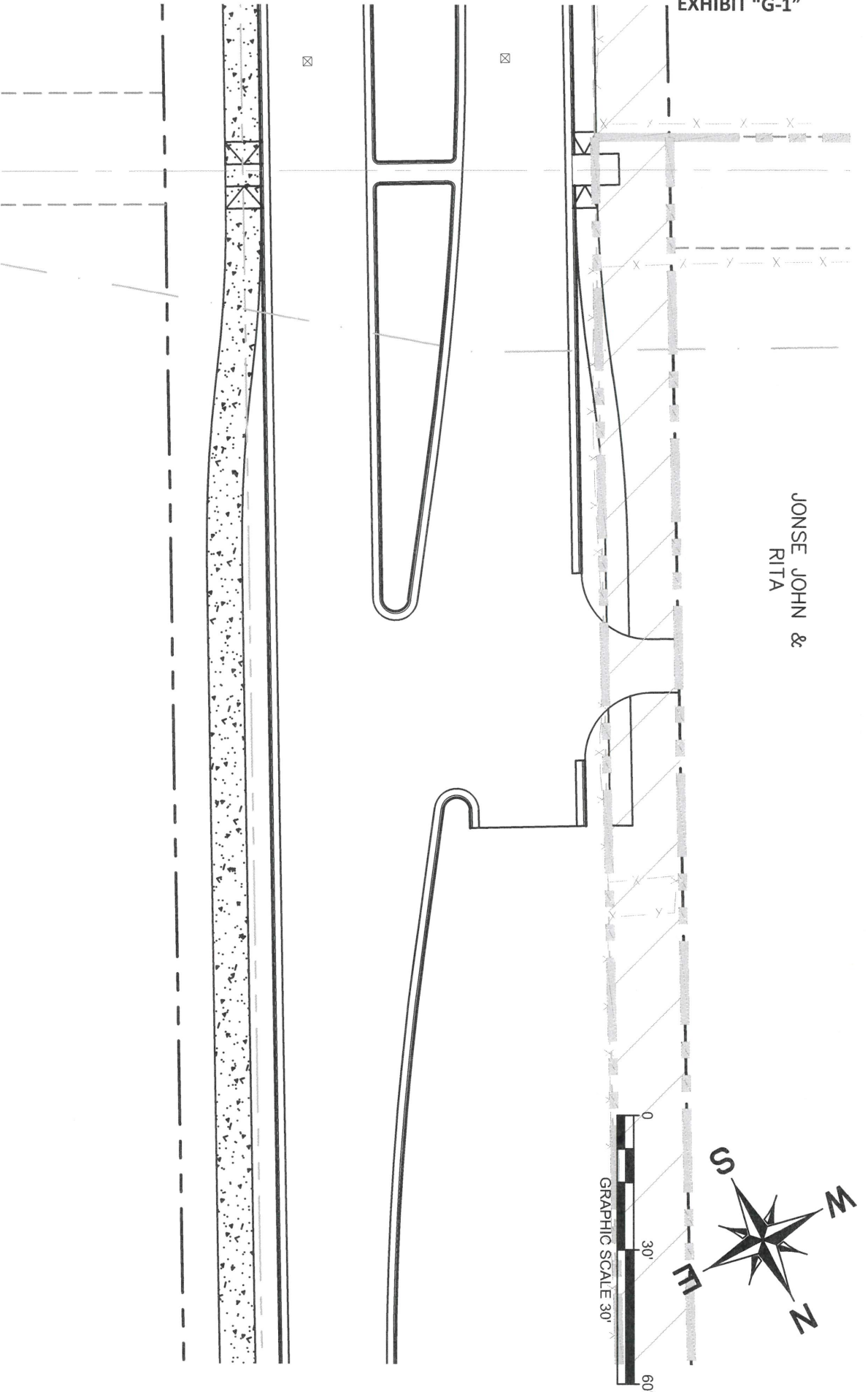
The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. The City or its contractors agree to remove and replace the existing fencing located along the frontage of Old Kimbro Road at no cost to Owner as part of the Old Kimbro Road Project. The fencing removed during the project will be replaced with similar materials to a similar or better condition than existed prior to construction of the roadway improvements. Existing gates will be removed and re-hung as part of the construction of the replacement fence. All trees located along the existing fence line will be removed.
2. The City or its contractors will construct an asphalt driveway for the portion of the most southerly driveway located between the back of curb and tie-in to Owner's existing driveway as part of the roadway project at no cost to Owner. In addition, the City will replace the most southerly driveway culvert with 2 – 18 inch diameter culverts to replace the existing 1 – 24 inch diameter culvert presently in place. Owner's driveway and culvert located closest to the northerly property line will remain unchanged.
3. The City will provide a median cut for Owner's use in accessing southerly driveway as depicted in Exhibit "G-1". The median cut will have a turning radius sufficient for Owner to enter southerly driveway from Old Kimbro Road from north (left turn) and south (right turn) bound lanes of Old Kimbro Road while pulling a livestock trailer.
4. In the event Travis Central Appraisal District (TCAD) determines that Owner's property no longer meets eligibility for agricultural exemption, the City agrees to write a letter to TCAD in support of Owner retaining agricultural exemption eligibility.
5. The 2-inch Manville Water Supply Corporation water line will be relocated out of the new right of way as part of the roadway project. Owner agrees to grant a new water line easement to Manville Water Supply Corporation.
6. The additional cost of \$1,800 for a land title survey and \$4,250 for relocation of Owner's private 1-inch water line has been added to TOTAL PRICE on page 1 of purchase contract as additional consideration for conveying the 5,836 square feet of right of way, 821 square feet of slope easement and 5,369 square feet of temporary construction easement. Appraised value equals \$5,890 plus \$6,050 for additional costs, equaling \$11,940 total compensation on Page 1 of purchase contract. See attached Exhibit "G-2" for G&R Survey proposal for land title survey and Exhibit "G-3" for Pure Plumbing Service bid to relocate Owner's private 1-inch water line.
7. The above-described terms are conditions of the Owner conveying the property described in Exhibits "A", "B" and "C" and survive the closing.

Project Name: Old Kimbro Road
Parcel No.: 2, 2SE and 2TCE
TCAD Tax ID: 248128
Owner Name: John and Rita Jonse

EXHIBIT "G-1"

JONSE JOHN &
RITA



JONSE DRIVEWAY MEDIAN REVISION

Manor Heights Phase 2

October 2020

DWG NAME
LAST SAVED

C:\SUBDRIVES\KORVEAUS_CIVIL\0892597\00 SKY VILLAGE SOUTH\CAD\MANOR HEIGHTS PHASE 2\PLANSHEETS\JONSE EXHIBITS-1.DWG
9/18/2020 12:20 PM

Kimley»Horn

10814 Jollyville Road
Building 4, Suite 200
Austin, Texas 78759
512-418-1771

State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



John and Rita Jonse
13322 Old Kimbro Road
PO Box 21
Manor, Texas 78653

Date: September 28, 2020

RE: Estimate for Professional Land Surveying Services

G & R Surveying, LLC is pleased to present this proposal for professional land surveying services to John and Rita Jonse (the client) for the parcel located at 13322 Old Kimbro Road located in Manor, Texas.

Scope of Services:

1. Land Title Survey:

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

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

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

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

- Services associated with addressing title objection letters, lender requirements, etc., will be performed as an additional service at our standard hourly rates.
- Chainsaw and/or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees for this purpose.
- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

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

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

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

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

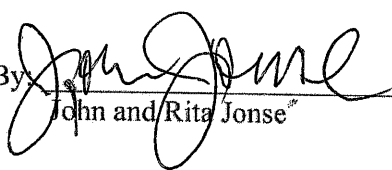
We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or require any additional information, please call.


APPROVED

By *D. Russell Stapleton, Jr.* at 3:57 pm, Sep 28, 2020

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

Accepted By


John and Rita Jonse



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



EXHIBIT "G-3"

QUOTE

DATE: 09/16/2020
EXP. DATE: 10/16/2020
QUOTE # 5

MEMO
Estimate to run new water line to property.
Includes all labor, materials, equipment, excavation, backfill and sales tax.
To properly run a new 1" water line approximately 165' with tracer wire at a minimum depth of 14", new pressure reducing valve (all brass), and new homeowners cutoff in class A pex piping and tie in with isolation valve.
Excludes replacement of vegetation, removal of rock by equipment, and relocation of water meter. Quote \$4250.00

TERMS & CONDITIONS
I hereby authorize Pure Plumbing Service to perform diagnostics, repairs and/or installation for work indicated, including labor, materials and subcontractors as needed for same repairs and/or installation. I assume all financial responsibility for such repairs and /or installations and agree to pay in full at the time of completion unless pre-authorized credit has been established with Pure Plumbing Service. All accounts post due are subject to late fees of \$25 per month, attorney's fees, bank fees, court costs, liens, and interest in the amount of 18% annum. Pure Plumbing Service is regulated and licensed by the Texas State Board of Plumbing Examiners (M-38446). Correspondence with the Board should be directed to PO Box 4200, Austin, TX 78767-4200 or 1-800-845-6584.