

## CITY OF MANOR PURCHASE CONTRACT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

**TOTAL PRICE: \$1,000.00** shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained. **TOTAL PRICE** paid will be increased by 20% if the signed Purchase Contract is received on or before June 26, 2020.

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

Owner at closing shall deliver to the City a duly executed and acknowledged Wastewater Easement in the form and substance as the attached instrument shown as **EXHIBIT "B"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Wastewater Easement to the above-described property shall be effective at the time of closing.

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

The City agrees to pay to Owner, upon delivery of the properly executed Wastewater Easement instrument, 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.

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 "C"**.

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 10<sup>th</sup> anniversary of the date of acquisition; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

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

**TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Dr. Larry Wallace, Jr., Mayor**

Date: 12/29/20

**SELLERS:**  
By: \_\_\_\_\_  
**Dr. Todd Mason-Darnell**

Date: 10/29/2020

By: \_\_\_\_\_  
**Kim Mason-Darnell**

**Project: Cottonwood Creek Wastewater and Collection System Improvements**  
**Parcel No.: 12**  
**TCAD No.: 442666**

**JOINDER BY TENANT**

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

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Print Leaseholder's Name**

By: \_\_\_\_\_  
**(Signature)**

**Print Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Phone No.:** (\_\_\_\_\_) \_\_\_\_\_

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

\_\_\_\_\_  
**Seller**

\_\_\_\_\_  
**Date**



1427 SQ. FT. WASTEWATER EASEMENT  
1427 SQ. FT. TEMPORARY CONSTRUCTION EASEMENT  
LOT 1, UNICORN EQUESTRIAN CENTER SUBDIVISION

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF LOT 1, UNICORN EQUESTRIAN CENTER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100239, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

**1427 SQ. FT. WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at an iron rod with CM&N Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 2 of said Unicorn Equestrian Center Subdivision and said Lot 1, for the northwesterly corner of the herein described tract;

**THENCE** N86°28'03"E, with the southerly line of said U.S. Highway 290 and the northerly line of said Lot 1, a distance of 57.07 feet to a 1/2" iron rod found at the common northerly corner of a 22.682 acre tract, described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas and said Lot 1, for the northeasterly corner of the herein described tract;

**THENCE** S25°51'54"W, with the common line of said Lot 1 and said 22.682 Acre Tract, a distance of 28.69 feet to a calculated point, for the southeasterly corner of the herein described tract;

**THENCE** S86°28'03"W, over and across said Lot 1, a distance of 57.08 feet to a calculated point in the common line of said Lots 1 and 2, for the southwesterly corner of the herein described tract;

**THENCE** N25°52'37"E, with the common line of said Lots 1 and 2, a distance of 28.70 feet to the **POINT OF BEGINNING**, containing an area of **1427 SQ. FT. OF LAND MORE OR LESS.**

**1427 SQ. FT. TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at an iron rod with CM&N Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 2 of said Unicorn Equestrian Center Subdivision and said Lot 1, from which a 1/2" iron rod found in the southerly line of said U.S. Highway 290, at the common northerly corner of a 22.682 acre tract described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas and said Lot 1 bears, N86°28'03"E, a distance of 57.07 feet;

**THENCE** S25°52'37"W, with the common line of said Lots 1 and 2, a distance of 28.70 feet to a calculated point for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** N86°28'03"E, over and across said Lot 1, a distance of 57.08 feet to a calculated point in the common line of said Lot 1 and said 22.682 Acre Tract, for the northeasterly corner of the herein described tract;

**THENCE** S25°51'54"W, with the common line of said Lot 1 and said 22.682 Acre Tract, a distance of 28.69 feet to a calculated point, for the southeasterly corner of the herein described tract;

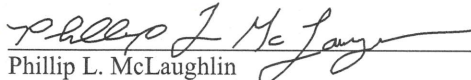
**THENCE** S86°28'03"W, over and across said Lot 1, a distance of 57.09 feet to a calculated point in the common line of said Lots 1 and 2, for the southwesterly corner of the herein described tract;



**THENCE** N25°52'37"E, with the common line of said Lots 1 and 2, a distance of 28.70 feet to the **POINT OF BEGINNING**, containing an area of **1427** SQ. FT. OF LAND MORE OR LESS.

Attachments: 11820\_GR-WW- ESMT12-EX

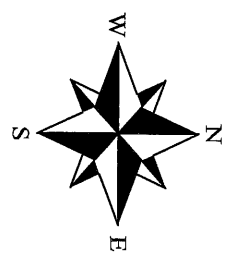
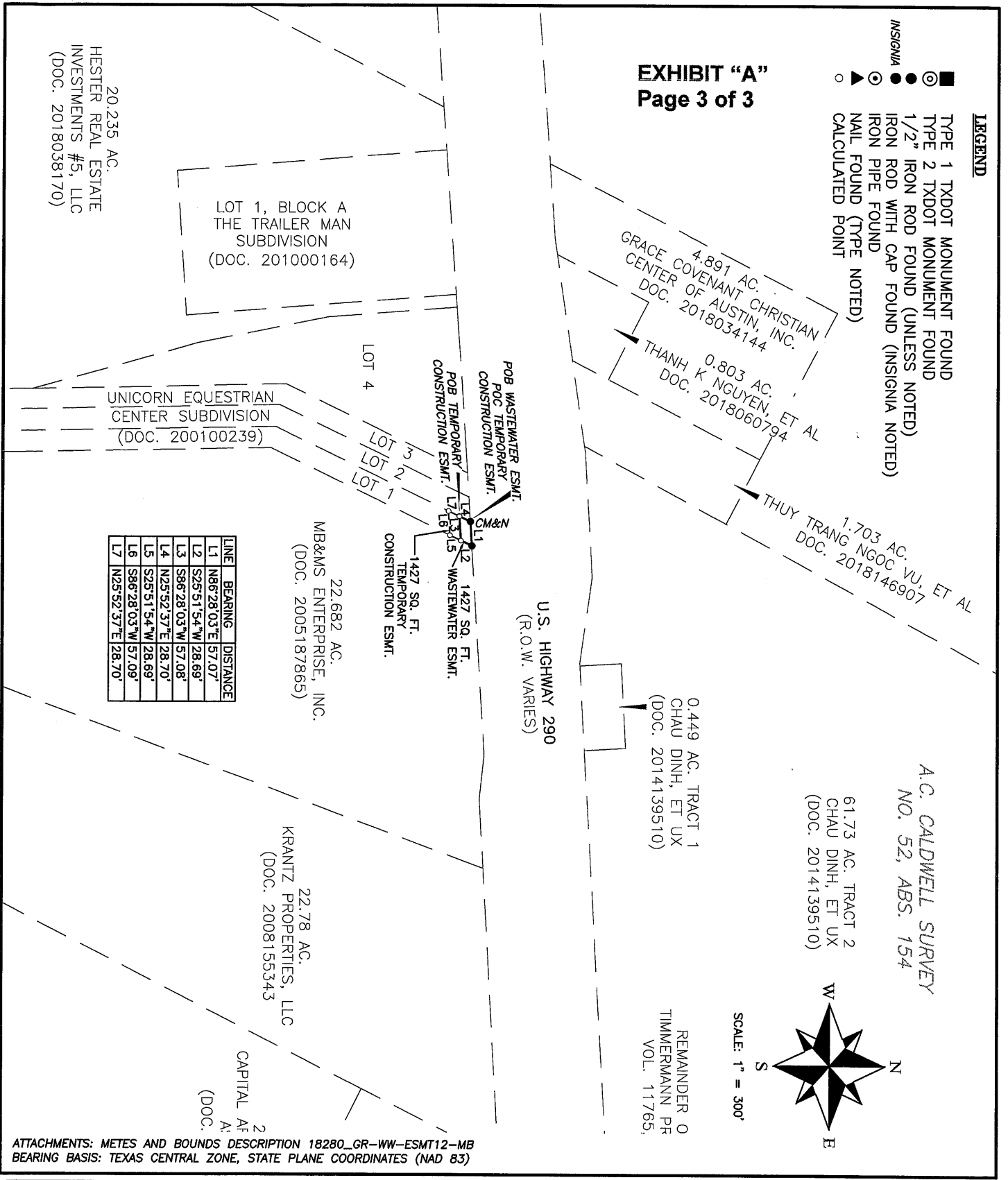
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

  
Phillip L. McLaughlin 08-01-19  
Registered Professional Land Surveyor  
State of Texas No. 5300



**EXHIBIT "A"**  
**Page 3 of 3**

- LEGEND**
- TYPE 1 TxDOT MONUMENT FOUND
  - TYPE 2 TxDOT MONUMENT FOUND
  - 1/2" IRON ROD FOUND (UNLESS NOTED)
  - ◐ IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
  - ◑ IRON PIPE FOUND
  - NAIL FOUND (TYPE NOTED)
  - CALCULATED POINT



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280\_GR-WW-ESMT12-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:\18280\_GR-EASEMENT-BASE  
 DATE: AUGUST 1, 2019

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF LOT 1, UNICORN EQUESTRIAN CENTER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100239, OFFICIAL PUBLIC 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

WASTEWATER EASEMENT

**EXHIBIT "B"**  
**Page 1 of 4**

DATE: \_\_\_\_\_, 2020

GRANTOR: **Dr. Todd Mason-Darnell and Kim Mason-Darnell**

GRANTOR'S MAILING ADDRESS (including County):  
**14601 US Highway 290 E, Apt. D, Manor, Travis County, Texas 78653-4568**

GRANTEE: **CITY OF MANOR**

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

LIENHOLDER: \_\_\_\_\_

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

PROPERTY:

A twenty-five foot (25') wide wastewater easement, containing 1,427 square feet, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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

This Wastewater Easement is subject to the following covenants:

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

2. This Wastewater Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

#### TEMPORARY CONSTRUCTION EASEMENT

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

A twenty-five foot (25') wide temporary work and construction easement, containing 1,427 square feet, more or less located in Travis County, Texas, and being located adjacent and parallel to the southerly side of the 1,427 square foot Wastewater Easement more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

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

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

**TO HAVE AND TO HOLD** the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

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



**GRANTOR:**

\_\_\_\_\_  
Dr. Todd Mason-Darnell

\_\_\_\_\_  
Kim Mason-Darnell

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by Dr. Todd Mason-Darnell 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 Kim Mason-Darnell for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**Project Name:** Cottonwood Creek Wastewater Collection System Improvements  
**Parcel Nos.:** 12  
**TCAD No.:** 442666

**AFTER RECORDING RETURN TO:**

City of Manor  
105 E. Eggleston  
Manor, Texas 78653

**CONSENT OF LIENHOLDER**

**THE UNDERSIGNED**, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust, dated July 18, 2018, recorded in Document No. 2018112994 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

**NAME OF LIENHOLDER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF** \_\_\_\_\_ **§**

**COUNTY OF** \_\_\_\_\_ **§**

**THIS INSTRUMENT** was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

**Project Name:** Cottonwood Creek Wastewater Collection System Improvements  
**Parcel Nos.:** 12  
**TCAD No.:** 442666

**AFTER RECORDING RETURN TO:**

City of Manor  
105 E. Eggleston  
Manor, Texas 78653

## EXHIBIT "C"

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

1. The City agrees to remove and replace the existing pasture fencing located on the west and east property lines for the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any fencing removed during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
2. In addition, the City agrees to repair any damage that may occur to the pasture fencing along US 290 frontage as a result of the installation of the wastewater line at no cost to the Owner as part of said project.
3. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survives the closing.

**Project:** Cottonwood Creek Wastewater Collection System Improvements  
**Parcel No.:** 12  
**TCAD No.:** 442666  
**Owner Name:** Todd Mason-Darnell and Kim Mason-Darnell