

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 Wastewater Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Travis 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: \$20,000.00 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.

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 **EXHIBITS "C", "C-1", "C-2" and "C-3"**.

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 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

SELLERS:

**MB & MS Enterprises, Inc.
a Texas corporation**

Date: _____

By: _____

Title: _____

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 13
TCAD No.: 236978

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



0.526 AC. WASTEWATER EASEMENT
0.352 AC. TEMPORARY CONSTRUCTION EASEMENT
MB&MS ENTERPRISES, INC.

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 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;

0.526 AC. WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 1, Unicorn Equestrian Center Subdivision, a subdivision of record in Document No. 200100239, Official Public Records of Travis County, Texas and said 22.682 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE with the southerly line of said U.S. Highway 290 and the northerly line of said 22.682 Acre Tract, the following three (3) courses:

1. N86°28'03"E, passing at a distance of 343.66 feet, an iron rod with All Star Cap found and continuing for a total distance of 495.80 feet to a calculated point, from which a Type 1 TXDOT monument found, bears S26°18'28"E, a distance of 1.89 feet;
2. S83°46'43"E, a distance of 102.04 feet to an iron rod with Forrest Cap found;
3. N86°47'44"E, a distance of 163.75 feet to an iron rod with All Star Cap found at the common northerly corner of a 22.78 acre tract, described in a deed of record to Krantz Properties, LLC in Document No. 2008155343 Official Public Records of Travis County, Texas and said 22.682 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S20°28'06"W, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE over and across said 22.682 Acre Tract, the following three (3) courses:

1. S86°47'44"W, a distance of 153.07 feet to a calculated point;
2. N83°46'43"W, a distance of 101.95 feet to a calculated point;
3. S86°28'03"W, a distance of 510.14 feet to a calculated point in the common line of said 22.682 Acre Tract and said Lot 1;

THENCE N25°51'54"E, with the common line of said 22.682 Acre Tract and said Lot 1, a distance of 34.43 feet to the **POINT OF BEGINNING**, containing an area of **0.526 ACRES OF LAND MORE OR LESS**.



0.352 AC. TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 1, Unicorn Equestrian Center Subdivision, a subdivision of record in Document No. 200100239, Official Public Records of Travis County, Texas and said 22.682 Acre Tract, from which an iron rod with All Star Cap found in the southerly line of said U.S. Highway 290 and the northerly line of said 22.682 Acre Tract, bears N86°28'03"E, a distance of 343.66 feet;

THENCE S25°51'54"W, with the common line of said 22.682 Acre Tract and said Lot 1, a distance of 34.43 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 22.682 Acre Tract, the following three (3) courses:

1. N86°28'03"E, a distance of 510.14 feet to a calculated point;
2. S83°46'43"E, a distance of 101.95 feet to a calculated point;
3. N86°47'44"E, a distance of 153.07 feet to a calculated point in the common line of a 22.78 acre tract, described in a deed of record to Krantz Properties, LLC in Document No. 2008155343 Official Public Records of Travis County, Texas and said 22.682 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S20°28'06"W, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 21.84 feet to a calculated point, for the southeasterly corner of the herein described tract;

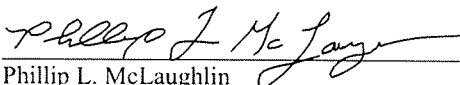
THENCE over and across said 22.682 Acre Tract, the following three (3) courses:

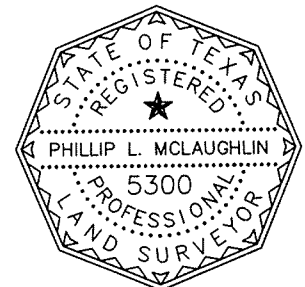
1. S86°47'44"W, a distance of 145.95 feet to a calculated point;
2. N83°46'43"W, a distance of 101.90 feet to a calculated point;
3. S86°28'03"W, a distance of 519.70 feet to a calculated point in the common line of said 22.682 Acre Tract and said Lot 1;

THENCE N25°51'54"E, with the common line of said 22.682 Acre Tract and said Lot 1, a distance of 22.96 feet to the **POINT OF BEGINNING**, containing an area of **0.352 ACRES OF LAND MORE OR LESS**.

Attachments: 11820_GR-WW- ESMT13-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



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

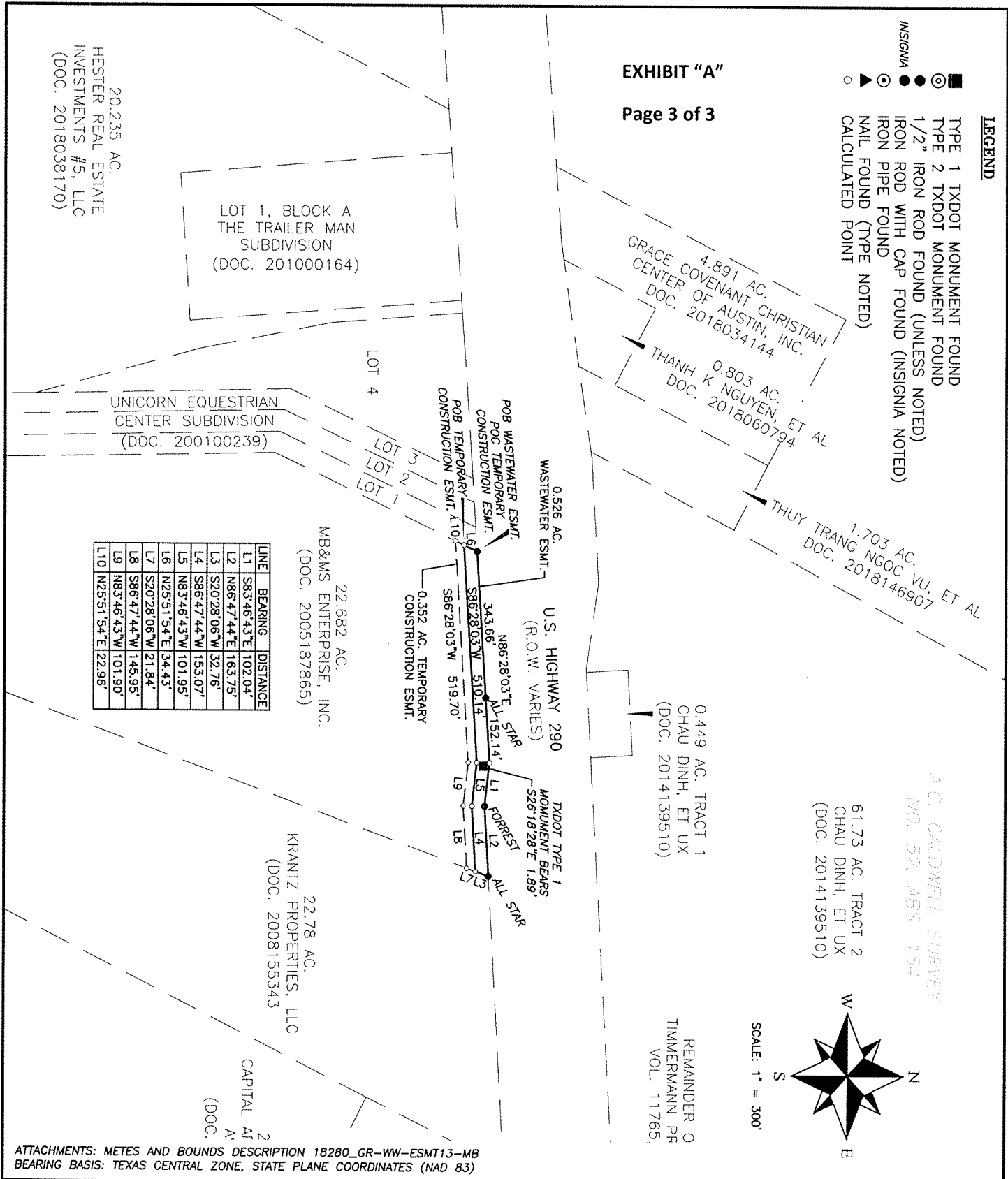
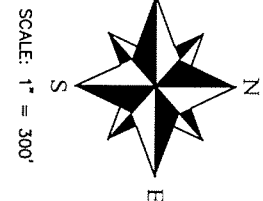
EXHIBIT "A"

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

INSIGNIA



LINE	BEARING	DISTANCE
L1	S83°46'43"E	102.04'
L2	N86°47'44"E	163.75'
L3	S20°28'06"W	32.76'
L4	S86°47'44"W	153.07'
L5	N83°46'43"W	101.95'
L6	N25°51'54"E	34.43'
L7	S20°28'06"W	21.84'
L8	S86°47'44"W	145.95'
L9	N83°46'43"W	101.90'
L10	N25°51'54"E	22.96'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT13-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 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.

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

WASTEWATER EASEMENT

COPY

DATE: _____, 2020

GRANTOR: **MB&MS Enterprise, Inc. , a Texas corporation**

GRANTOR'S MAILING ADDRESS (including County):
P.O. Box 82653, Austin, Travis County, Texas 78708-2653

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston, 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 thirty foot (30') wide wastewater easement, containing 0.526 acres, 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.

COPY

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 foot (20') wide temporary work and construction easement, containing 0.352 acres, more or less located in Travis County, Texas, and being 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.

COPY

GRANTOR:

MB&MS ENTERPRISE, INC.,
a Texas corporation

COPY

By: _____
Behzad Bahrami, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Behzad Bahrami, President of MB&MS Enterprise, Inc., a Texas corporation, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

COPY

COPY

Notary Public, State of Texas
My commission expires: _____

COPY

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

COPY

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2020, by personally appeared Dr. Larry Wallace, Jr., Mayor of City of Manor, Grantee herein, known to me 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 there in stated.

COPY

Notary Public, State of Texas

My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 13
TCAD No.: 236978

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

COPY

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, Security Agreement, Financing Statement dated September 29, 2005, recorded in Document No. 2005187866 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 _____, 201__, by _____ of _____, a _____, on behalf of said _____.

Notary Public - State of _____

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. City agrees to provide a commitment to reserve 156 Living Unit Equivalents (LUEs) of wastewater capacity to Owner's 22.72 acre property as more particularly described in Exhibits "C-1", "C-2" and "C-3".
2. City agrees to add one (1) manhole and lower the 12-inch wastewater line two (2') feet to provide a wastewater service connection to Owner's property. The manhole and lowering of the wastewater line are paid by the City as additional consideration for conveying 0.526 acres of wastewater easement and 0.352 acres of temporary construction easement as described in Exhibit "A".
3. The City or its contractors agree to repair any damage to the existing driveway entrance and roadway occasioned by the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any damage to existing driveway entrance and roadway during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
4. The 14' x 48' billboard sign located within the 0.352 acre temporary construction easement will not be impacted by the installation of the wastewater line. The City or its contractor will be responsible for any damage to the 14' x 48' billboard sign as a result of the construction of the wastewater line across Owner's property.
5. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survive the closing.

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 13
TCAD No.: 236978
Owner Name: MB & MS Enterprises, Inc.

City of Manor Letterhead

November 3, 2020

MB & MS Enterprises, Inc.
Attn: Alex Bahrami
P.O. Box 82653
Austin, Texas 78708-2653

Re: City of Manor Cottonwood Creek Wastewater Collection System
22.72 Acres Served by Cottonwood Creek Wastewater Collection System

Dear Mr. Bahrami:

This letter is a commitment by the City of Manor to provide up to a maximum of 156 LUEs (living unit equivalents) of wastewater service capacity to your property comprised of 22.72 acres as identified on the attached Exhibit "C-2" located at 14719 East US 290, Manor, Texas in exchange for your granting a 0.526 acre Wastewater Easement and 0.352 acre Temporary Construction Easement. The 0.526 acre Wastewater Easement and 0.352 acre Temporary Construction Easement are more fully described in the attached Exhibit "A". The proposed 0.526 acre Wastewater Easement is for the purpose of constructing, maintaining and operating a 12-inch wastewater line which will be available to serve the aforementioned 22.72 acres.

The commitment for wastewater service will be available after construction of the 12-inch wastewater line for a period of 5 years from the date the City places the wastewater line in service. The initial term can be extended for an additional 5 years if written request is made to the City of Manor prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 156 living unit equivalents of wastewater service capacity reservation for the 22.72 acre tract. The 22.72 acre tract may be eligible for additional LUEs provided capacity is available and the need requiring the additional LUEs is associated with an approved site development plan.

This provision of wastewater service is contingent upon payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed facilities, as well as compliance with all applicable Federal, State, and City laws, Ordinances, policies, requirements and procedures. MB & MS Enterprises, Inc. will be required to design and construct all of the internal site wastewater facilities required to accommodate all proposed development on the 22.72 acres. No further extensions of this service commitment will be granted under this agreement.

City acknowledges an existing sales contract between MB & MS Enterprises, Inc. and EARTC Investments Dos, LLC conveying 10.0 acres out of the 22.72 acre tract. The location of the 10.0 acre tract is generally depicted on Exhibit "C-3". City accepts that the reservation of capacity of 25 LUEs out of the total 156 LUEs commitment capacity is transferable to EARTC Investments Dos, LLC. The commitment capacity is transferable to subsequent owners of the 22.72 acres provided notice of such transfer is provided to the City not less than thirty (30) days prior to any

transfer of the property. The LUE capacity is not transferable to any other property. An LUE is equivalent to the utility use of a single- family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time.

Sincerely,

Thomas M. Bolt
City Manager



EXHIBIT "C-2"
14719 East US Highway 290, Manor, Texas 78653
TCAD Parcel ID No. 236978 – MS & MB Enterprises, Inc.
22.72 acres, A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas



EXHIBIT "C-3"

Approximate 10 acres

14719 East US Highway 290, Manor, Texas 78653

TCAD Parcel ID No. 236978

22.72 acres, A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas

Driveway Easement

