

## 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 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"**, respectively, 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: \$32,885.00** shall be paid by the City for the fee simple, permanent 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 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 not be prorated at the closing; thereby Owner is responsible for the full year.

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.

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 shall be the fair market value of the property at the time the public use was canceled.

Owner and the City agree that said fee simple, permanent 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:** \_\_\_\_\_

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

**SELLER:**

**RHOF, LLC  
a Texas limited liability company**

**By: Reman, LLC,  
a New York limited liability company,  
as Manager**

**By:**  \_\_\_\_\_  
**Gordon Reger, Manager**

**Project Name: Old Kimbro Road  
Parcel No.: 5  
TCAD Tax ID: 236952**

**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 9th day of November, 2020.

Dennis Perrien  
Print Leaseholder's Name

By:   
(Signature)

Print Name:  
Dennis Perrien

Address:  
16903 Manda Carlson Rd  
Manor, TX 78653

Phone No.: ( 512 ) 422-2502

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date



28,486 SQUARE FEET  
RIGHT-OF-WAY DEDICATION  
RHOF, LLC

DESCRIPTION OF A 28,486 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 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 28,486 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a Type 2 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the southeasterly line of Old Kimbro Road (R.O.W. varies), for the southwesterly corner of said 44.033 acre tract, from which a Type 1 TXDOT monument found at an angle point in the northerly line of said U.S. Highway 290, bears N85°58'28"E, a distance of 2454.76 feet;

**THENCE** N04°00'13"W, with the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract, a distance of 18.29 feet to a calculated point for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** continuing with the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract, the following two (2) courses:

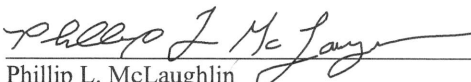
1. N04°00'13"W, a distance of 34.20 feet to a Type 2 TXDOT monument found;
2. N26°31'40"E, a distance of 1621.25 feet to a calculated point at the common westerly corner of a 90.089 acre tract described in a deed of record to RHOF, LLC in Document No. 2017194263, Official Public Records of Travis County, Texas and said 44.033 Acre Tract, for the most northerly corner of the herein described tract, from which an iron rod with "KHA" Cap found in the southeasterly line of said Old Kimbro Road and the northwesterly line of said 90.089 Acre Tract, at the point of curvature of a curve to the right, bears N26°31'40"E, a distance of 589.90 feet;

**THENCE** S63°36'50"E, with the common line of said 90.089 Acre Tract and said 44.033 Acre Tract, a distance of 17.45 feet to a calculated point for the most easterly corner of the herein described tract;

**THENCE** S26°31'49"W, over and across said 44.033 Acre Tract, a distance of 1650.75 feet to the **POINT OF BEGINNING**, containing an area of 28,486 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230\_GR-ROW5-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

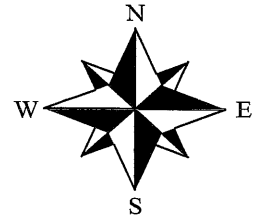


1805 Ouida Drive, Austin, TX 78728  
Phone (512)267-7430 • Fax (512)836-8385

**EXHIBIT "A"**  
Page 2 of 2

**LEGEND**

- TYPE 1 TXDOT MONUMENT FOUND
- ⊙ TYPE 2 TXDOT MONUMENT FOUND
- IRON ROD WITH KHA CAP 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)

S26°31'40"E 1921.25'  
S26°31'49"W 1650.75'  
28,486 SQ. FT.  
R.O.W. DEDICATION

N85°58'28"E 2454.76'  
U.S. HIGHWAY 290  
(R.O.W. VARIES)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N04°00'13"W	18.29'
L2	N04°00'13"W	34.20'
L3	S63°36'50"E	17.45'

L2  
L1  
POB  
POC

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230\_GR-ROW5-MB  
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET

1	1
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EXHIBIT

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

28,486 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 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, 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



17,825 SQUARE FEET  
SLOPE EASEMENT  
RHOF, LLC

DESCRIPTION OF A 17,825 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 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 17,825 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a calculated point in the southeasterly line of Old Kimbro Road (R.O.W. varies), same being the northwesterly line of said 44.033 Acre Tract, from which a Type 2 TXDOT monument found in the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract bears S26°31'40"W, a distance of 1480.41 feet, and also from which an iron rod with "KHA" Cap found in the southeasterly line of said Old Kimbro Road, same being the northwesterly line of 90.089 acre tract described in a deed of record to RHOF, LLC in Document No. 2017194263, Official Public Records of Travis County, Texas, at the point of curvature of a curve to the right, bears N26°31'40"E, a distance of 730.74 feet;

**THENCE** S63°28'20"E, over and across said 44.033 Acre Tract, a distance of 17.44 feet to a calculated point for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** continuing over and across said 44.033 Acre Tract the following courses twenty-six (26):

1. S20°24'18"W, a distance of 55.21 feet to a calculated point;
2. S27°43'48"W, a distance of 42.56 feet to a calculated point;
3. S26°31'49"W, a distance of 163.79 feet to a calculated point;
4. S03°39'28"E, a distance of 18.94 feet to a calculated point;
5. S29°52'39"W, a distance of 56.45 feet to a calculated point;
6. S17°07'54"E, a distance of 21.94 feet to a calculated point;
7. S27°29'17"W, a distance of 23.04 feet to a calculated point;
8. S52°25'21"W, a distance of 24.05 feet to a calculated point;
9. S16°18'06"W, a distance of 70.18 feet to a calculated point;
10. S54°25'03"W, a distance of 20.12 feet to a calculated point;
11. S25°30'00"E, a distance of 43.47 feet to a calculated point;
12. S09°29'00"E, a distance of 26.49 feet to a calculated point;
13. S32°26'53"W, a distance of 30.03 feet to a calculated point;
14. S78°40'12"W, a distance of 53.99 feet to a calculated point;



- 15. S31°58'22"W, a distance of 33.15 feet to a calculated point;
- 16. S58°13'19"W, a distance of 12.66 feet to a calculated point;
- 17. S27°14'28"W, a distance of 66.04 feet to a calculated point;
- 18. S46°29'16"W, a distance of 18.70 feet to a calculated point;
- 19. S29°14'53"W, a distance of 63.73 feet to a calculated point;
- 20. S03°07'05"W, a distance of 16.37 feet to a calculated point;
- 21. S31°04'21"W, a distance of 52.38 feet to a calculated point;
- 22. S26°31'49"W, a distance of 210.06 feet to a calculated point;
- 23. S21°27'14"W, a distance of 46.39 feet to a calculated point;
- 24. S30°08'37"W, a distance of 99.17 feet to a calculated point;
- 25. S26°33'56"W, a distance of 129.87 feet to a calculated point;
- 26. S22°01'39"W, a distance of 185.53 feet to a calculated point in northerly line of U.S. Highway 290 (R.O.W. varies), same being the southerly line of said 44.033 Acre Tract, for the southeasterly corner of the herein described tract;

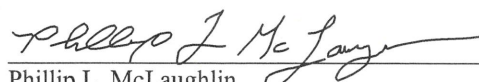
**THENCE** S85°58'28"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 44.033 Acre Tract, a distance of 9.35 feet to a Type 2 TXDOT monument found at the intersection of the northerly line of said U.S. Highway 290 and the southeasterly line of said Old Kimbro Road, for the southwesterly corner of said 44.033 acre tract and the herein described tract;

**THENCE** N04°00'13"W, with the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract, a distance of 18.29 feet to a calculated point, from which said Type 2 TXDOT monument found in the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract bears N04°00'13"W, a distance of 34.20 feet;

**THENCE** N26°31'49"E, over and across said 44,033 Acre Tract, a distance of 1509.87 feet to the **POINT OF BEGINNING**, containing an area of 17,825 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230\_GR-SE3-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



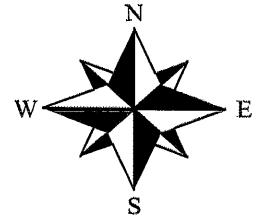
1805 Ouida Drive, Austin, TX 78728  
Phone (512)267-7430 • Fax (512)836-8385

**LEGEND**

**EXHIBIT "B"**

- ⊙ TYPE 2 TXDOT MONUMENT FOUND
- IRON ROD WITH KHA CAP FOUND
- CALCULATED POINT

Page 3 of 3



SCALE: 1" = 300'

90.089 AC.  
RHOF, LLC  
(DOC. 2017194263)

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

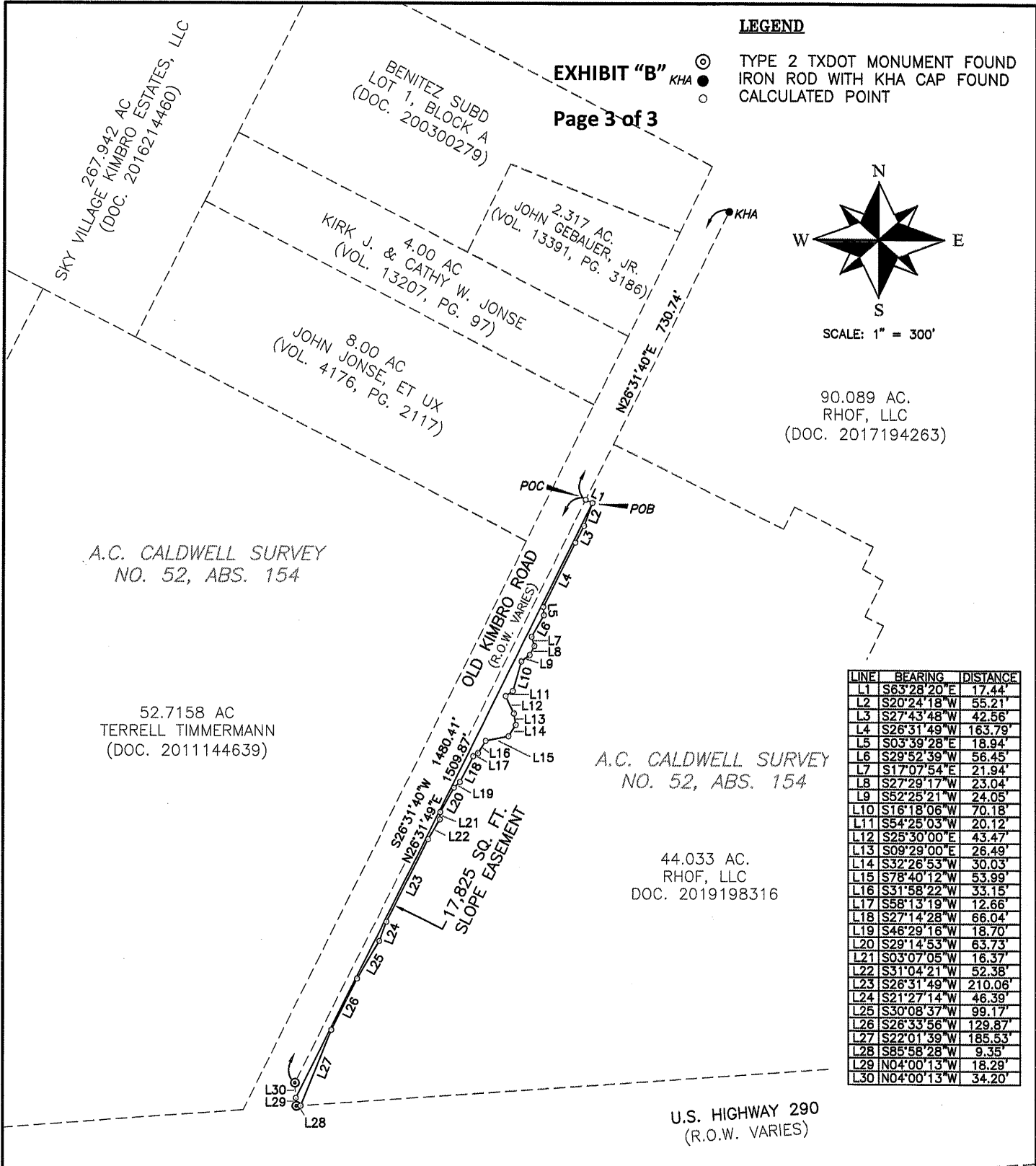
52.7158 AC  
TERRELL TIMMERMANN  
(DOC. 2011144639)

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

44.033 AC.  
RHOF, LLC  
DOC. 2019198316

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

LINE	BEARING	DISTANCE
L1	S63°28'20"E	17.44'
L2	S20°24'18"W	55.21'
L3	S27°43'48"W	42.56'
L4	S26°31'49"W	163.79'
L5	S03°39'28"E	18.94'
L6	S29°52'39"W	56.45'
L7	S17°07'54"E	21.94'
L8	S27°29'17"W	23.04'
L9	S52°25'21"W	24.05'
L10	S16°18'06"W	70.18'
L11	S54°25'03"W	20.12'
L12	S25°30'00"E	43.47'
L13	S09°29'00"E	26.49'
L14	S32°26'53"W	30.03'
L15	S78°40'12"W	53.99'
L16	S31°58'22"W	33.15'
L17	S58°13'19"W	12.66'
L18	S27°14'28"W	66.04'
L19	S46°29'16"W	18.70'
L20	S29°14'53"W	63.73'
L21	S03°07'05"W	16.37'
L22	S31°04'21"W	52.38'
L23	S26°31'49"W	210.06'
L24	S21°27'14"W	46.39'
L25	S30°08'37"W	99.17'
L26	S26°33'56"W	129.87'
L27	S22°01'39"W	185.53'
L28	S85°58'28"W	9.35'
L29	N04°00'13"W	18.29'
L30	N04°00'13"W	34.20'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230\_GR-SE3-MB  
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

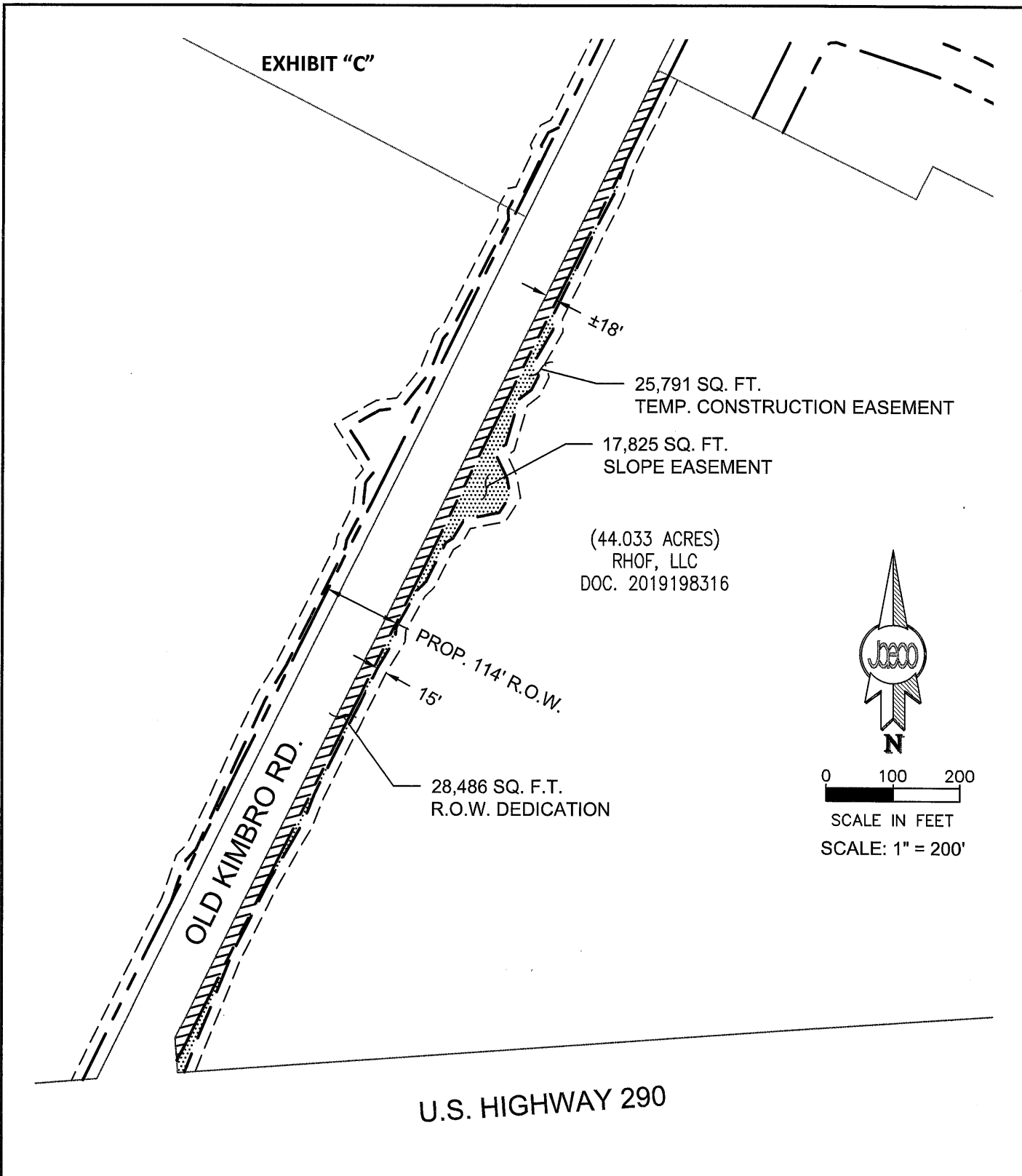
PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L\20230_GR-BASE
DATE: JUNE 17, 2020

17,825 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 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, 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



PLOT DATE: 6/19/2020 9:13 AM  
 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  
 USER: Vbarra



**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. 5 EXHIBIT**

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

**EXHIBIT "D"**

**Page 1 of 3**

**THE STATE OF TEXAS           §**

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

That RHOF, LLC, a Texas limited liability company, with an address of 2730 Transit Road, West Seneca, Erie County, New York 14224-2523, 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 28,486 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:**  
**RHOF, LLC**  
**a Texas limited liability company**

**EXHIBIT "D"**

**Page 2 of 3**

**By: Reman, LLC,**  
**a New York limited liability company,**  
**as Manager**

By: \_\_\_\_\_  
Gordon Reger, Manager

**STATE OF NEW YORK §**

**COUNTY OF ERIE §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Gordon Reger, Manager of Reman, LLC, a New York limited liability company, Manager of RHOF, LLC, a Texas limited liability company, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of New York

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
**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, 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.: 5  
TCAD Parcel No.: 236952

**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:** RHOF, LLC, a Texas limited liability company

**GRANTOR'S MAILING ADDRESS (including County):**

2730 Transit Road, West Seneca, Erie County, New York 14224-2523

**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:** Clark Meier, pursuant to Performance Deed of Trust and Security Agreement recorded as Document No. 2019198317 of the Official Public Records of Travis County, Texas.

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

**EASEMENT PROPERTY:**

A 17,825 square feet tract of land, being a portion of that certain 44.033 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 RHOF, LLC, of record in Document No. 2019198316 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, sidewalks, signs, lighting, landscaping and other improvements other than occupied structures ("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:**

RHOF, LLC  
a Texas limited liability company

By: Reman, LLC,  
a New York limited liability company,  
as Manager

By: \_\_\_\_\_  
Gordon Reger, Manager

**THE STATE OF NEW YORK**

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**COUNTY OF ERIE**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared Gordon Reger, Manager of Reman, LLC, a New York limited liability company, Manager of RHOF, LLC, a Texas limited liability company, Grantor herein, in the capacity and on behalf of said company, for the purposes and consideration recited herein..

\_\_\_\_\_  
Notary Public - State of New York

**ACCEPTED:**

**GRANTEE:** City of Manor, a Texas Municipal corporation

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

THE STATE OF TEXAS

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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.

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Notary Public - State of Texas

Project Name: Old Kimbro Road  
Parcel No.: 5  
TCAD Tax ID No.: 236952

AFTER RECORDING RETURN TO:

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



TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "F"

Page 1 of 3

STATE OF TEXAS

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COUNTY OF TRAVIS

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RHOF, LLC, a Texas limited liability company, with an address of 2730 Transit Road, West Seneca, Erie County, New York 14224-2523 (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 25,791 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 whosoever lawfully claiming or to claim the same or any part thereof.

Executed on \_\_\_\_\_, 2020.

**GRANTOR:**

RHOF, LLC  
a Texas limited liability company

By: Reman, LLC  
a New York limited liability company  
as Manager

By: \_\_\_\_\_  
Gordon Reger, Manager

**THE STATE OF NEW YORK     §**

**COUNTY OF ERIE             §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared Gordon Reger, Manager of Reman, LLC, a New York limited liability company, Manager of RHOF, LLC, a Texas limited liability company, Grantor herein, in the capacity and on behalf of said company, for the purposes and consideration recited herein..

\_\_\_\_\_  
Notary Public - State of New York

**ACCEPTED:**

**GRANTEE:** City of Manor, a Texas Municipal corporation

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

**THE STATE OF TEXAS**

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**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.

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Notary Public - State of Texas

**Project: Old Kimbro Road Project**  
**Parcel No.: 5TCE**  
**TCAD Tax ID No.: 236952**

After recording, please return to:

City of Manor  
105 E. Eggleston  
Manor, Texas 78653