

**CITY OF MANOR PURCHASE AGREEMENT**  
**Manor FM 973 & US 290 Water Line Project; Parcel 4**

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

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Plata Holdings, LLC, a Texas limited liability company** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

*Public Utility Easement Parcel:* All that certain tract, piece or parcel of land consisting of 20,835 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** EIGHTY-FOUR THOUSAND FIVE HUNDRED NINETY AND NO/100'S DOLLARS (**\$84,590.00**) total shall be paid by the City for a permanent easement to the Public Utility Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

**Closing.** Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

**Title, Final Possession.** Owner agrees at Closing to convey to the City a public utility easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

**Other Interests.** Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

**Public Utility Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Public Utility Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Public Utility Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

**Relocation of Electrical Service.** The City and Owner acknowledge that after Closing, the electrical service to the outdoor advertising sign located within the Public Utility Easement parcel must be relocated by the utility provider, Bluebonnet Electrical Cooperative, in order to effectuate City's public project. Such electrical service relocation shall be paid for by City, and Owner hereby grants City the right for all purposes to act as Owner's authorized representative to communicate with Bluebonnet Electrical Cooperative and to arrange for relocation of said electrical service. Owner further agrees to promptly cooperate with the City and Bluebonnet Electrical Cooperative if necessary to finalize relocating the electrical service poles and lines and to execute any necessary documents to effectuate such relocation. This paragraph shall survive closing.

**Payment.** The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

**Entire Agreement.** The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

**Imminence of Condemnation.** Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

**Right of Re-Purchase if Public Use is Cancelled.** Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

**Compliance.** Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

**Formal Approval.** Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

**Effective Date.** This Purchase Contract shall be effective upon the last date indicated below

**OWNER:**

Plata Holdings, LLC  
a Texas limited liability company

By: Guillermo Plata  
Guillermo Plata

12-31-24  
Date

Title: President

**BUYER:**

**CITY OF MANOR, TEXAS**  
A Texas home-rule municipality

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

\_\_\_\_\_  
Date

Parcel No. 4  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 526014

**FIELD NOTES FOR A 30.00 FOOT WIDE PUBLIC UTILITY EASEMENT:**

Being a **20,835 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being out of the remainder of a called 10.000 Acre tract of land conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas. Said 20,835 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" found on the south right-of-way line of U.S. Highway No. 290, a variable width right-of-way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas, marking the northerly most common corner of Lot 1, Manor Storage, a plat recorded in Document No. 200400240 of the Official Public Records of Travis County, Texas, and said 10.000 acre remainder tract for the northeast corner hereof;

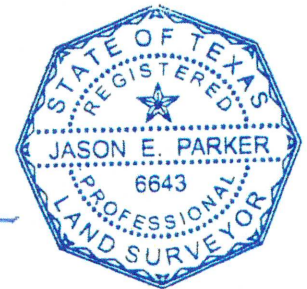
**THENCE: S 13° 57' 14" W**, with the common line of said 10.000 acre remainder tract and said Lot 1, a distance of **31.33 feet** to a calculated point for the southeast corner hereof;

**THENCE: S 87° 12' 46" W**, crossing into said 10.000 acre remainder tract, a distance of **691.80 feet**, to a calculated point in the common line of said 10.000 acre remainder tract and Lot 11, Block A, Final Plat Establishing Lot 11 - Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, for the southwest corner hereof, from which a 1/2" iron rod with a pink cap stamped "4WARD SURVEY GROUP" found marking an angle point in said common line bears S 04° 23' 19" W, 270.79 feet, for reference;

**THENCE: N 04° 23' 19" E**, with said common line, a distance of **30.24 feet**, to a calculated point in the south right-of-way line of said U.S. Highway No. 290, same being the calculated common north corner of said Lot 11 and said 10.000 acre remainder tract and the northwest corner hereof, from which a 1/2" iron rod found bears S 04° 23' 19" W, a distance of 0.42 feet, for reference;

**THENCE: N 87° 12' 46" E**, with the common line of said 10.000 acre remainder tract and said U.S. Highway No. 290, a distance of **697.05 feet**, to the **POINT OF BEGINNING** and containing **20,835 square feet** of land, more or less.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com  
TBPELS FIRM #10194808

PROJECT NUMBER

15110.01

DATE

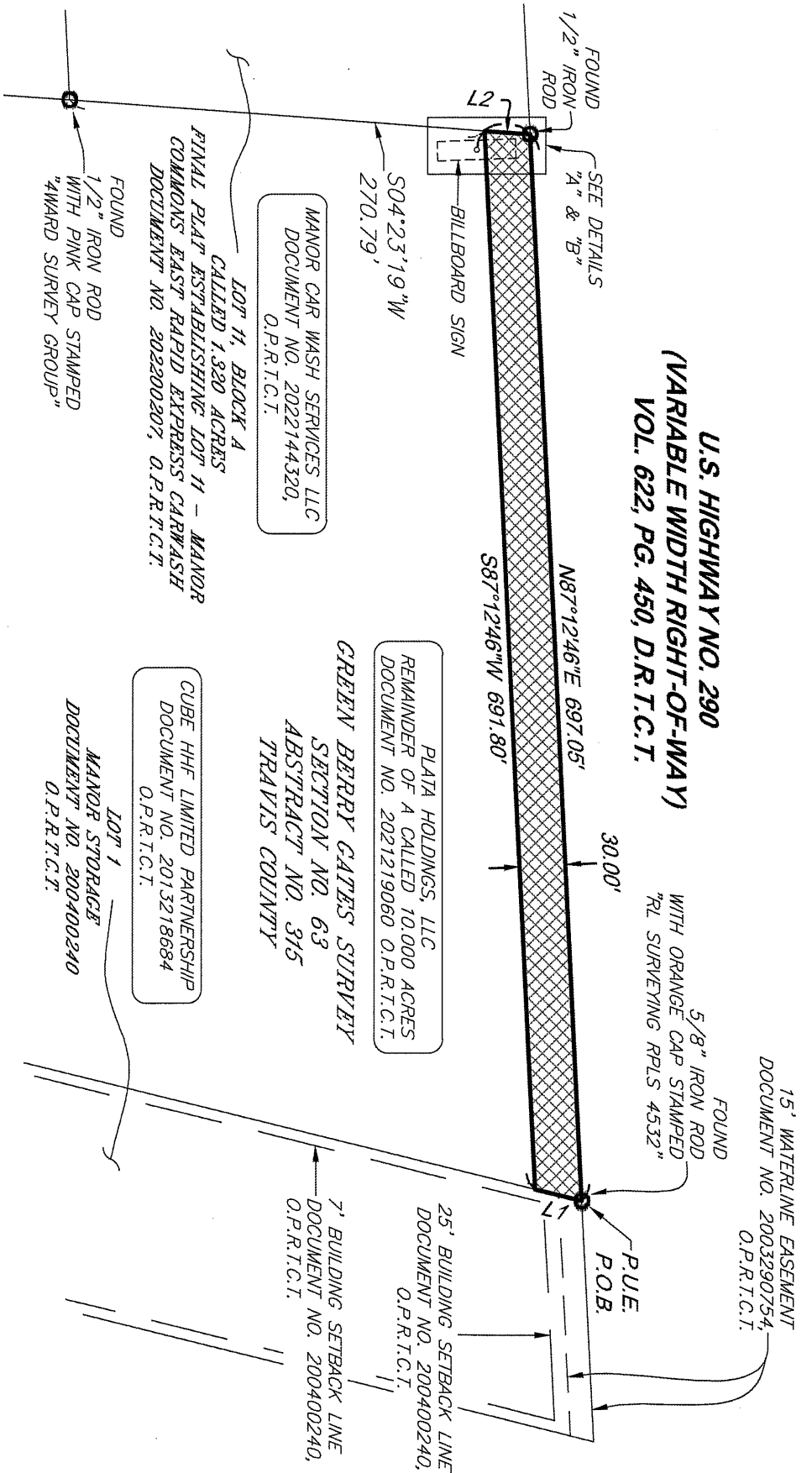
06/04/2024

Exhibit "A"  
PUBLIC UTILITY EASEMENT  
MANOR, TRAVIS CO., TX

SHEET NUMBER


1 of 3

**U.S. HIGHWAY NO. 290  
(VARIABLE WIDTH RIGHT-OF-WAY)  
VOL. 622, PG. 450, D.R.T.C.T.**



**NOTES:**

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, MAD83-US SURVEY FEET.

 Denotes Public Utility Easement  
20,835 Square Feet

**GBA**  
architects  
engineers

2301 Double Creek Drive  
Building 1, Suite 110  
Round Rock, Texas 78664  
512.616.0055  
www.gbateam.com

George Butler Associates, Inc. 2024 TBP.ELS FIRM #10194808

PROJECT NUMBER	15110.01
DATE	06/04/2024

Exhibit "A"  
**PUBLIC UTILITY EASEMENT**  
MANOR, TRAVIS CO., TX

SHEET NUMBER  
**2 of 3**

Scale : 1"=100'



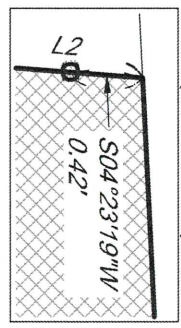
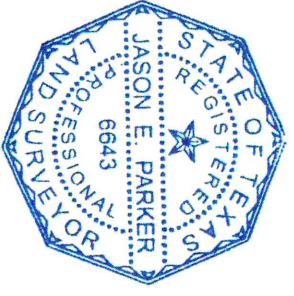
Line Table		
Line #	Bearing	Distance
L1	S13° 57' 14"W	31.33
L2	N4° 23' 19"E	30.24

**LEGEND**

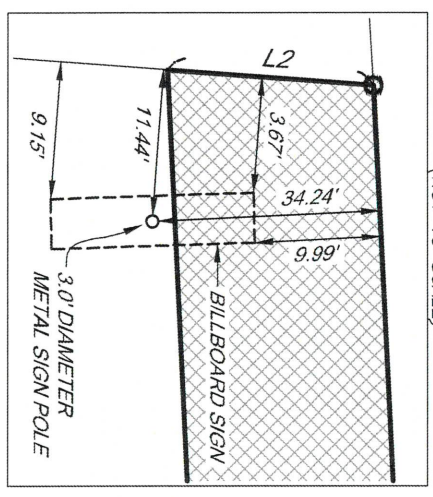
- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

JASON E. PARKER  
 REGISTERED PUBLIC LAND SURVEYOR NO. 6643  
 STATE OF TEXAS



DETAIL "A"  
(NOT TO SCALE)



DETAIL "B"  
(NOT TO SCALE)



2301 Double Creek Drive  
 Building 1, Suite 110  
 Round Rock, Texas 78664  
 512.616.0055  
 www.gbateam.com  
 TBP.ELS.FIRM#10194808

PROJECT NUMBER  
 15110.01

DATE  
 06/04/2024

Exhibit "A"  
 PUBLIC UTILITY EASEMENT  
 MANOR, TRAVIS CO., TX

SHEET NUMBER

3 of 3

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

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COUNTY OF TRAVIS

That **Plata Holdings, LLC, a Texas limited liability company**, ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent public utility easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of public utility infrastructure, including but not limited to water pipelines, facilities, valves, wastewater lines, facilities, manholes, vents, telecommunications lines, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 20,835 square feet, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 20,835 square foot parcel being referred to hereafter as the **PUE**.

The right to use the **PUE** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, public utility infrastructure, including but not limited to water pipelines, reclaimed water pipelines, wastewater pipelines, telecommunication lines, connections therewith, and all necessary appurtenances thereto including valves, vents, manholes, and other facilities.

**Grantee** shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **PUE**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

**Grantor** may use the **PUE** for any and all purposes not inconsistent with the purposes set forth in this Agreement. **Grantor** may not use any part of the **PUE** if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the **PUE** for the purposes for which the **PUE** is being granted herein.

**Grantor** shall retain all the oil, gas, and other minerals in, on and under the **PUE**.

**Grantee** shall have the right to remove any fence which now crosses or may cross the **PUE** during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

**Grantee** agrees that upon completion of work within the **PUE**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **PUE** as nearly as is reasonably possible in **Grantee's** sole determination to the same condition in which the **PUE** was found immediately before construction began; however, vegetation other than groundcover cleared from the **PUE** will not be replaced.

**Grantee** shall be obligated to restore the surface of the **PUE** at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **PUE** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easement granted hereunder, except that **Grantee** shall not be obligated to replace trees. **Grantor** shall maintain the integrity of the footings and foundation of the existing billboard sign noted on **Exhibit "A"** at all times during **Grantor's** exercise of the easement rights granted hereunder.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

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** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public utility infrastructure including but not limited to water utility lines and wastewater utility lines, and for making connections therewith.



**GRANTOR:**

**Plata Holdings, LLC**  
**a Texas limited liability company**

By: \_\_\_\_\_  
Guillermo Plata

\_\_\_\_\_ Date

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

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me by Guillermo Plata, in his capacity as \_\_\_\_\_ of Plata Holdings, LLC, a Texas limited liability company, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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 \_\_\_\_\_ 2025, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, 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.

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

Parcel No. 4  
Project: Manor FM 973 & US 290 Water Line Project  
TCAD Tax ID: 526014

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