

CITY OF MANOR PURCHASE AGREEMENT
Cottonwood Creek Wastewater Project, Phase 2

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **William R. Leake aka William Robin Leake** (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 municipal corporation 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:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 0.8767 acres (38,190 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.

Temporary Construction Easement Parcel: A 25-foot wide temporary construction easement consisting of 0.8763 acres (38,174 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted on the sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. FIFTY THOUSAND SIX HUNDRED THIRTY-SIX AND NO/100'S DOLLARS (**\$50,636.00**) total shall be paid by the City for a permanent easement to the Wastewater Easement Parcel and temporary easement to the Temporary Construction 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 wastewater 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 partial release of lien 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.

Wastewater Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater 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.

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 fee simple 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:



William R. Leake
Aka William Robin Leake



Date

BUYER:

CITY OF MANOR, TEXAS
A Texas municipal corporation

By:

Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date

Owner: William R. Leake
Project: Cottonwood Creek Wastewater Project, Phase 2
TCAD PID #: 477400



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.8767 OF ONE ACRE OF LAND (38,190 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 3, J.F. NAGLE ESTATES, A SUBDIVISION OF RECORD IN DOCUMENT NO. 199900207, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rebar with cap stamped "KHA" found in the Easterly line of said Lot 3 for the Westerly common corner of a called 114.836 acre tract of land described in a General Warranty Deed to Tiffany Brick Co, LP, recorded in Document No. 2003150661 of said O.P.R.T.C.T., and of a called 3.469 acre tract of land described in a Special Warranty Deed to Forestar (USA) Real Estate Group Inc., recorded in Document No. 2019171726 of said O.P.R.T.C.T., from which a 1/2-inch iron rebar found in the Southerly line of a called 10.000 acre tract of land described in a Warranty Deed to the Veterans Land Board of the State of Texas, recorded in Volume 8429, Page 965 of the Deed Records of Travis County, Texas (D.R.T.C.T.), for the Northerly common corner of said Lot 3 and of said 114.836 acre tract, bears North 27°15'11" East a distance of 332.52 feet;

THENCE **South 27°32'14" West** with the Easterly line of said Lot 3 and the common Westerly line of said 3.469 acre tract, a distance of **25.07** feet to a Calculated Point;

THENCE **North 66°43'03" West** over and across said Lot 3, a distance of **1,527.33** feet to a Calculated Point in the Westerly line of said Lot 3 and the common Easterly line of the remainder of a called 267.942 acre tract of land described in a Special Warranty Deed to Forestar (USA) Real Estate Group Inc., recorded in Document No. 2019171724 of said O.P.R.T.C.T. and corrected in Document No. 2019176020 of said O.P.R.T.C.T.;


THENCE **North 25°48'25" East** with Westerly line of said Lot 3 and the common Easterly line of the remainder of said 267.942 acre tract, a distance of **25.02** feet to a Calculated Point, from which a 5/8-inch iron rebar found in the Southerly line of a called 10.082 acre tract of land described in a General Warranty Deed to Melesio Jaimes, recorded in Document No. 2011022474 of said O.P.R.T.C.T. for the Northerly common corner of said Lot 3 and of the remainder of said 267.942 acre tract, bears North 25°48'25" East a distance of 447.56 feet;

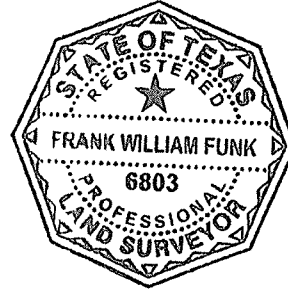


THENCE South 66°43'03" East over and across said Lot 3, a distance of 1,528.08 feet to the POINT OF BEGINNING and containing 0.8767 of one acre of land (38,190 Sq. Ft.), more or less;

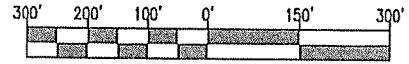
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.


10/21/2022
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 22-021
Attachments: K:\JAY MANOR CIP\CAD\DWGS\MANOR HEIGHTS WW.DWG



GRAPHIC SCALE



MELESIO JAIMES
(10.082 ACRES)
DOC. NO. 2011022474
O.P.R.T.C.T.

FORESTAR (USA) REAL ESTATE
GROUP INC.
REMAINDER OF (267.942 ACRES)
DOC. NO. 2019176020
DOC. NO. 2019171724
O.P.R.T.C.T.

BELINDA G. ROGERS
(10.00 ACRES)
DOC. NO. 2017163237
O.P.R.T.C.T.

DENNIS D SCHAFER
(10.0 ACRES)
DOC. NO. 2008052820
O.P.R.T.C.T.

WASTEWATER LINE EASEMENT
0.8767 OF ONE ACRE
(38,190 SQ. FT.)

VETERANS LAND BOARD OF
THE STATE OF TEXAS
(10.000 ACRES)
VOL. 8429, PG. 965
D.R.T.C.T.

LOT 3

P.O.B.

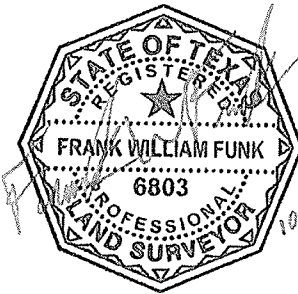
TIFFANY BRICK CO, LP
(114.836 ACRES)
DOC. NO. 2003150061
O.P.R.T.C.T.

J.F. NAGLE ESTATES
DOC. NO. 199900207
O.P.R.T.C.T.

FORESTAR (USA) REAL
ESTATE GROUP INC.
(3.469 ACRES)
DOC. NO. 2019171726
O.P.R.T.C.T.

LOT 2

LEMUEL KIMBRO SURVEY NO. 64
ABSTRACT NO. 456



*SEE SHEETS 4-5 FOR DETAILED VIEW

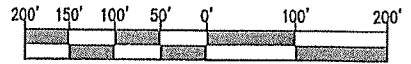
JOB NUMBER: 22-021		DATE: 10/12/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR HEIGHTS WW			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 05		FIELDBOOKS N/A	SCALE: 1" = 300'

LSI LANDESIGN 
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

LEGEND

- ⊙ 1/2-INCH REBAR FOUND (UNLESS NOTED)
- ⊗ 1/2-INCH REBAR WITH STAMPED "KHA" FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING



GRAPHIC SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S27°32'14"W	25.07'

BELINDA G. ROGERS
(10.00 ACRES)
DOC. NO. 2017163237
O.P.R.T.C.T.

DENNIS D SCHAFER
(10.0 ACRES)
DOC. NO. 2008052820
O.P.R.T.C.T.

VETERANS LAND BOARD OF
THE STATE OF TEXAS
(10.000 ACRES)
VOL. 8429, PG. 965
D.R.T.C.T.

WASTEWATER LINE EASEMENT
0.8767 OF ONE ACRE
(38,190 SQ. FT.)

LOT 3

TIFFANY BRICK CO, LP
(114.836 ACRES)
DOC. NO. 2003150661
O.P.R.T.C.T.

S66°43'03"E 1528.08'
-N66°43'03"W 1527.33'

N27°15'11"E 332.52'

P.O.B.

25' TEMPORARY
CONSTRUCTION EASEMENT
0.8763 OF ONE ACRE
(38,174) SQ. FT.)

L1

LEMUEL KIMBRO SURVEY NO. 64
ABSTRACT NO. 456

LOT 3
J.F. NAGLE ESTATES
DOC. NO. 199900207
O.P.R.T.C.T.

FORESTAR (USA) REAL ESTATE GROUP INC.
(3.469 ACRES)
DOC. NO. 2019171726
O.P.R.T.C.T.

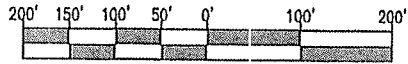
LOT 2

MATCH LINE SHEET 4
SHEET 5

JOB NUMBER: 22-021		DATE: 10/12/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR HEIGHTS WW			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 05		FIELDBOOKS N/A	SCALE: 1" = 200'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



GRAPHIC SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N25°48'25"E	25.02'

FORESTAR (USA) REAL ESTATE GROUP INC.
 REMAINDER OF (267.942 ACRES)
 DOC. NO. 2019176020
 DOC. NO. 2019171724
 O.P.R.T.C.T.

MELESIO JAIMES
 (10.082 ACRES)
 DOC. NO. 2011022474
 O.P.R.T.C.T.

LEMUEL KIMBRO SURVEY NO. 64
 ABSTRACT NO. 456

25' TEMPORARY
 CONSTRUCTION EASEMENT
 0.8763 OF ONE ACRE
 (38,174) SQ. FT.)

WASTEWATER LINE EASEMENT
 0.8767 OF ONE ACRE
 (38,190 SQ. FT.)

J.F. NAGLE ESTATES
 DOC. NO. 199900207
 O.P.R.T.C.T.

MATCH LINE SHEET 4
 SHEET 5

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 22-021		DATE: 10/12/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR HEIGHTS WW			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 05 of 05	FIELDBOOKS N/A	SCALE: 1" = 200'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

EXHIBIT "B"

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.

WASTEWATER EASEMENT

DATE: _____, 2022

GRANTOR: **William R. Leake aka William Robin Leake**

GRANTOR'S MAILING ADDRESS (including County):
7401 Nez Perce Trace, Manor, Texas 78653-9634

GRANTEE: **CITY OF MANOR, a Texas municipal corporation**

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 twenty-five foot (25') wide wastewater easement, containing 0.8767 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, 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 0.8763 acres, more or less located in Travis County, Texas, and being more particularly depicted on the sketch 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:

William R. Leake, aka William Robin Leake

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by William R. Leake in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2022, 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.

(SEAL)

Notary Public-State of Texas

Project Name: Cottonwood Creek Wastewater Project, Phase 2
TCAD PID No.: 477400

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653