

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 as well as the Tenant, for good and valuable consideration, the receipt of which is hereby acknowledged, and with whom the Owner has a long-term lease arrangement, agree to grant a Utility 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 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 **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: \$23,478.00 shall be paid by the City to Owner for the 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.

City agrees to pay through separate arrangements with Tenant, as set forth in the attached letter agreement shown in **EXHIBIT "B,"** \$9,800.00 as consideration to cover the costs for moving current portable buildings, and repairing/replacing sheet rock during the construction by the City of the waterline in the permanent and temporary easement property rights to the above-described property and no further consideration shall be requested or demanded by either Tenant or Owner for securing the permanent and temporary easement rights to such property. City agrees its contractor will phase construction through Tenant's property in a way that maintains access from Highway 290 to half the site during construction. All costs paid by the City to Tenant shall be reimbursed by Forestar per the Manor Heights Development Agreement.

Owner agrees to convey to the City 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 Utility Easement in the form and substance as the attached instruments shown as **EXHIBIT "C."**

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.

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 6 Timmermann Commercial Investments, L.P.
TCAD Tax ID: 236951

Owner hereby agrees to comply with the terms of this contract and agrees that the Utility Easement to the above-described property shall be effective at the time of closing. Owner, Tenant, and the City have also agreed to allow two buildings that encroach into the Utility Easement and have prepared and entered an Encroachment Agreement to address such allowance.

The City agrees to prepare the Utility Easement together with the Encroachment Agreement for the above-described property at no expense to the Owner or Tenant and to pay the costs of title insurance and closing costs, if any.

The City agrees to pay to Owner, upon delivery of the properly executed Utility 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.

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. Any additional provisions that the parties have agreed to are set out and attached as **EXHIBIT "D."**

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 shall be the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

Owner, Tenant, and the City agree that said 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

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 6 Timmermann Commercial Investments, L.P.
TCAD Tax ID: 236951

SELLER:

Timmermann Commercial Investments, L. P.,
a Texas limited partnership

By: Timmermann GP, LLC,
a Texas limited liability company
As its General Partner

By: 
Geraldine Timmermann, Manager

By: 
Barth Timmermann, Manager

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 6 Timmermann Commercial Investments, L.P.
TCAD Tax ID: 236951

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 _____, 2021.

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

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 6 Timmermann Commercial Investments, L.P.
TCAD Tax ID: 236951

Exhibit "A"

[see attached]

{W1039119.2}



1.365 AC. WATER LINE EASEMENT
0.341 AC. TEMPORARY CONSTRUCTION EASEMENT
TERRELL TIMMERMANN

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 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1.365 AC. WATER LINE EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies) and the southeasterly line of said 52.7158 Acre Tract, for the northeasterly corner of the herein described tract, from which an iron pipe found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of said 52.7158 Acre Tract and a 8.00 acre tract described in a deed of record to John Jonse, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas bears N26°27'45"E, a distance of 1395.82 feet;

THENCE S26°27'45"W, with the northwesterly line of said Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 46.43 feet to a Type 1 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the northwesterly line of said Old Kimbro Road, for the southeasterly corner of said 52.7158 Acre Tract and the herein described tract;

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 52.7158 Acre Tract, a distance of 1487.84 feet to an iron rod with illegible cap found at the southeasterly corner of a 29.764 acre tract conveyed to Terrell Timmermann Farms, LP in a deed of record in Document No. 2017174181 and described in a deed of record in Document No. 2012174357, Official Public Records of Travis County, Texas, for the southwest corner of said 52.7158 Acre Tract and the herein described tract;

THENCE N28°59'13"E, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 47.71 feet to a calculated point, for the northwesterly corner of the herein described tract;

THENCE N85°56'57"E, over and across said 52.7158 Acre Tract, a distance of 1485.40 feet to the **POINT OF BEGINNING**, containing an area of **1.365 ACRES OF LAND MORE OR LESS.**

0.341 ACRE TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies) and the southeasterly line of said 52.7158 Acre Tract, at the northeasterly corner of the herein described 1.365 Acre Water Line Easement Tract, for the southeasterly corner of the herein described tract;

THENCE S85°56'57"W, over and across said 52.7158 Acre Tract, a distance of 1485.40 feet to a calculated point in the easterly line of said 29.764 Acre Tract and the westerly line of said 52.7158 Acre Tract, at the northwesterly corner of said 1.365 Acre Water Line Easement Tract, for the southwest corner of the herein described tract;

THENCE N28°59'13"E, with easterly line of said 29.764 Acre Tract and the westerly line of said 52.7158 Acre Tract, a distance of 11.93 feet to a calculated point, for the northwesterly corner of the herein described tract;



EXHIBIT "A"

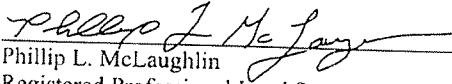
Page 2 of 3

THENCE N85°56'57"E, over and across said 52.7158 Acre Tract, a distance of 1484.79 feet to a calculated point in the northwesterly line of said Old Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 11.61 feet to the **POINT OF BEGINNING**, containing an area of **0.341 ACRES OF LAND MORE OR LESS.**

Attachments: 20193_GR-WLE4-EX

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


Phillip L. McLaughlin 07-13-20
Registered Professional Land Surveyor
State of Texas No. 5300



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

Page 2 of 2

EXHIBIT "A"

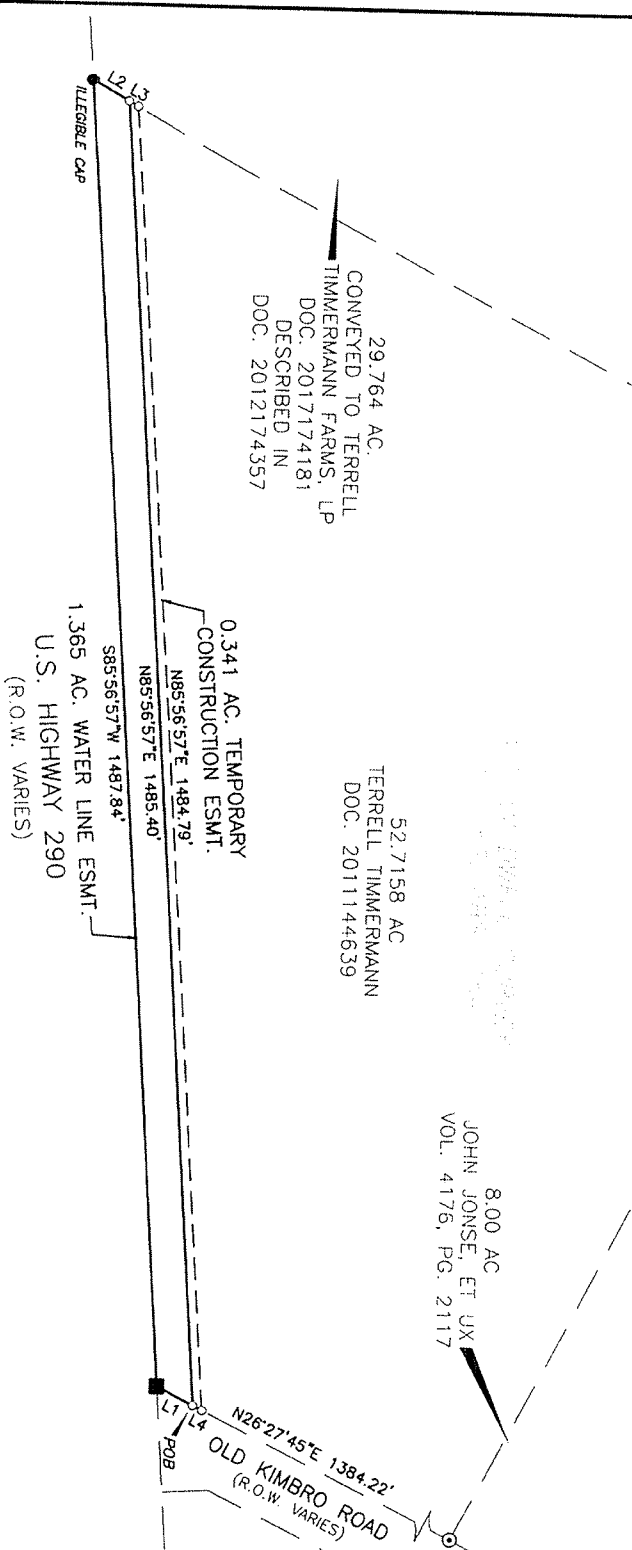
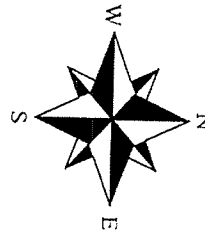
Page 3 of 3

LEGEND

- 1/2" IRON ROD FOUND
- IRON ROD WITH ILLEGIBLE CAP FOUND
- TYPE 1 TXDOT MONUMENT FOUND
- IRON PIPE FOUND
- CALCULATED POINT

LINE	BEARING	DISTANCE
L1	S26°27'45"W	46.43'
L2	N28°59'13"E	47.71'
L3	N28°59'13"E	11.93'
L4	S26°27'45"W	11.61'

SCALE: 1" = 200'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20193_GR-WLE4-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 20193
FILE: L:\20193_GR-ESMT BASE
DATE: JULY 13, 2020

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 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, 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

Exhibit "B"

[see attached]

{W1039119.2}



April 21, 2021

Mr. John Coleman
Lone Star Portables and Buildings LLC
14018 E. U.S. Highway 290
Manor, Texas 78653

RE: Letter Agreement

Dear Mr. Coleman:

This letter sets forth the agreement (the "Agreement") between Lone Star Portables and Buildings, LLC (the "Tenant"), Timmermann Commercial Investments, L. P., (the "Owner") and the City of Manor (the "City") (collectively, the "Parties") regarding the permanent and temporary easement property rights to the above-described property located on Owner's property at 14018 E. U.S. Highway 290, in Manor, Texas which is under a Lease to you.

The City has secured approval from the Owner to grant to the City a forty foot (40') wide perpetual easement (the "Easement") for the purpose of making improvements to the East US 290 Highway Water Line CIP W-17 Project. The Easement is described as:

Containing 1.365 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, being portions of a 52.7158 acre tract in a Deed of Record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas, as more particularly depicted in Exhibit "A" attached hereto and incorporated herein as if fully set forth.

During the process of construction of the waterline, the City recognizes Lone Star Portables and Buildings, LLC will be impacted by having to relocate eight of the portable buildings and then return the portable buildings back to an area that abuts the Highway 290 right-of-way. Further, one of the portables will require some reconstruction due to sheet rock being damaged during the move. The City agrees to pay you as the Tenant, Ten Thousand Three Hundred Dollars (\$10,300.00) to cover the costs of such moving of the portables, and no further consideration shall be requested or demanded by you as the Tenant on such Property for securing the permanent and temporary easement rights to such property.

By this Agreement, the City consents to the payment of the relocation efforts described above. Under this Agreement, the Tenant shall undertake and move eight portables and upon completion of the construction shall move them back and repair the sheet rock damage sustained during the move.



COPY

During construction of the waterline, the City further agrees that its contractors shall undertake such construction on the property during phases through Tenant's property in a way that maintains access from Highway 290 to half the site during construction.

Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable or legal remedy not inconsistent with this Agreement or applicable state law. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

All notices hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder shall be addressed to the addresses set forth in the parties signature blocks below.

This letter agreement: (i) together with all related matters, shall be governed by the laws of the State of Texas, without reference to conflict of law principles that direct the application of the laws of a different State; (ii) constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings; (iii) may be amended or modified only by an instrument in writing executed by each of the parties hereto; (iv) is binding upon and shall inure to the benefit of the legal representatives, heirs, successors and assigns of the parties; (v) may be executed in any number of counterparts, each of which will be deemed an original, and all of which shall be deemed one and the same agreement; and (vi) venue shall lie in Travis County, Texas.

[Remainder of the page intentionally left blank]

COPY

AFTER RECORDING RETURN TO:

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

EXHIBIT "B"

Page 5 of 5

Parcel No. 6

Project: East US Highway 290 Water Line CIP W-17

TCAD Tax ID No. 23695T



1.365 AC. WATER LINE EASEMENT
0.341 AC. TEMPORARY CONSTRUCTION EASEMENT
TERRELL TIMMERMANN

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



EXHIBIT "A"

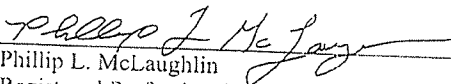
Page 2 of 3

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Attachments: 20193_GR-WLE4-EX

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


Phillip L. McLaughlin 07-13-20
Registered Professional Land Surveyor
State of Texas No. 5300



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

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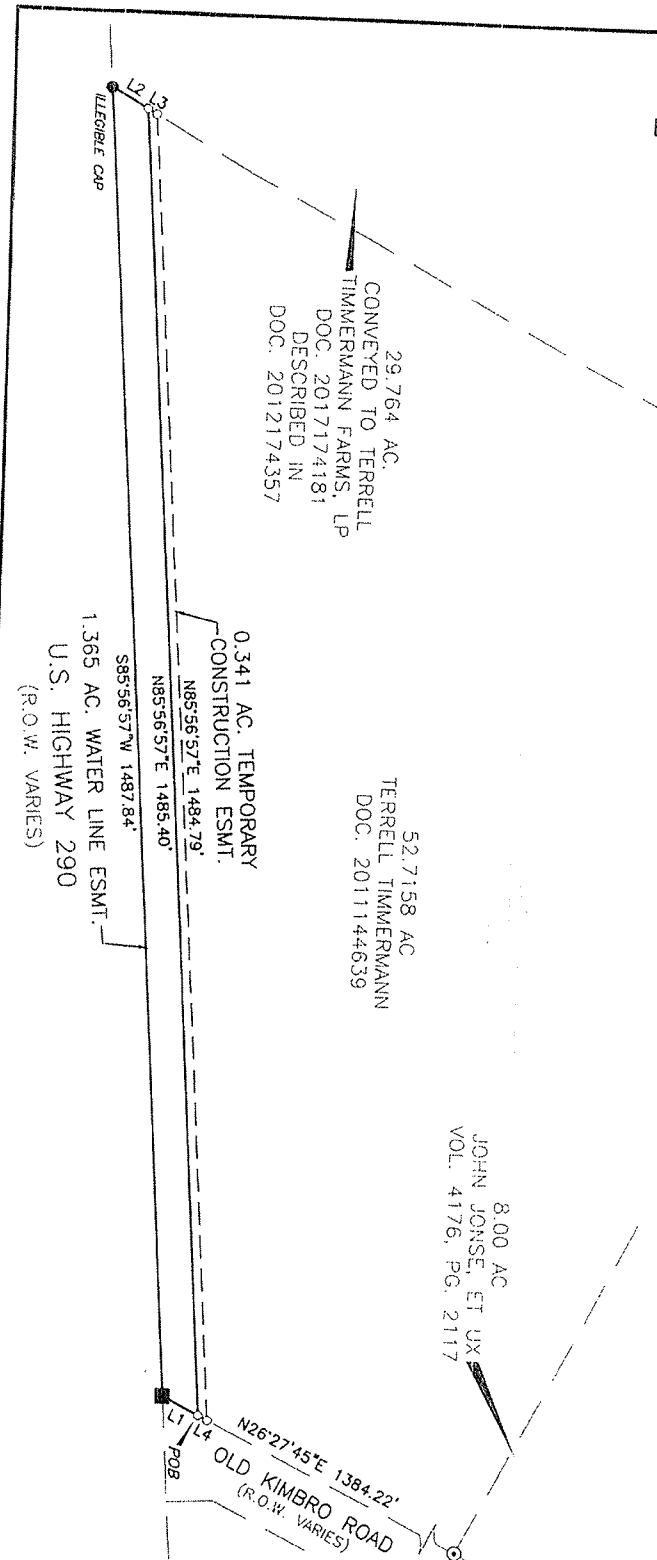
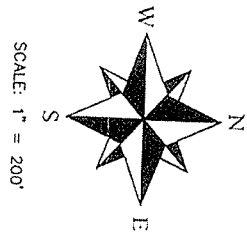
EXHIBIT "A"

Page 3 of 3

- LEGEND**
- 1/2" IRON ROD FOUND
 - IRON ROD WITH ILLEGIBLE CAP FOUND
 - TYPE 1 TXDOT MONUMENT FOUND
 - IRON PIPE FOUND
 - CALCULATED POINT

LINE TABLE

LINE	BEARING	DISTANCE
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 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 20193
FILE: L:\20193_GR-ESMT BASE
DATE: JULY 13, 2020

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

EXHIBIT "C"
UTILITY EASEMENT

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 6 Timmermann Commercial Investments, L.P.
TCAD Tax ID: 236951

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 FIELD FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT

DATE: _____, 2021

GRANTOR: **Timmermann Commercial Investments, LP, a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):
P. O. Box 4784, Austin, Travis County, Texas 78765-4784

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 forty foot (40') wide utility easement, containing 1.365 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 water mains, lines and pipes, and the supplying of water or other such utility services in, upon, under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached hereto (the "Utility Easement").

This Utility 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, parking, drainage, landscaping and signage on, in, under, over and across the Property, and to dedicate and grant public or private easements for such purposes, 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 Utility 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.

The covenants and terms of this 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.

In addition, **GRANTOR, FOR THE CONSIDERATION** paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a temporary work and construction easement ("Temporary Work Easement") for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of a water lines, piping, pumps, and other facilities necessary for the supplying of water 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 ten foot (10') wide temporary construction easement containing 0.341 acres as described in Exhibit "A", attached hereto and incorporated herein for all purposes.

(hereinafter the "PROPERTY"), together with the right and privilege at any and all times, while this temporary 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 Easement shall terminate and expire. Notwithstanding the foregoing, if the Temporary Work Easement has not expired previously, the Temporary Work Easement shall automatically expire on December 31, 2022.

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:

**Timmermann Commercial Investments, L. P.,
a Texas limited partnership**

**By: Timmerman GP, LLC,
a Texas limited liability company**

Geraldine Timmermann, Manager

Barth Timmermann, Manager

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Geraldine Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, L. P. , a Texas limited partnership, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Timmermann Commercial Investments, L. P. , a Texas limited partnership, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2021, 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.

Notary Public, State of Texas
My commission expires: _____

Project Name: East US 290 Water Line CIP W-17
Parcel No. 6
TCAD No. 236951

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



1.365 AC. WATER LINE EASEMENT
0.341 AC. TEMPORARY CONSTRUCTION EASEMENT
TERRELL TIMMERMANN

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 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1.365 AC. WATER LINE EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies) and the southeasterly line of said 52.7158 Acre Tract, for the northeasterly corner of the herein described tract, from which an iron pipe found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of said 52.7158 Acre Tract and a 8.00 acre tract described in a deed of record to John Jonse, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas bears N26°27'45"E, a distance of 1395.82 feet;

THENCE S26°27'45"W, with the northwesterly line of said Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 46.43 feet to a Type 1 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the northwesterly line of said Old Kimbro Road, for the southeasterly corner of said 52.7158 Acre Tract and the herein described tract;

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 52.7158 Acre Tract, a distance of 1487.84 feet to an iron rod with illegible cap found at the southeasterly corner of a 29.764 acre tract conveyed to Terrell Timmermann Farms, LP in a deed of record in Document No. 2017174181 and described in a deed of record in Document No. 2012174357, Official Public Records of Travis County, Texas, for the southwest corner of said 52.7158 Acre Tract and the herein described tract;

THENCE N28°59'13"E, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 47.71 feet to a calculated point, for the northwesterly corner of the herein described tract;

THENCE N85°56'57"E, over and across said 52.7158 Acre Tract, a distance of 1485.40 feet to the **POINT OF BEGINNING**, containing an area of **1.365 ACRES OF LAND MORE OR LESS**.

0.341 ACRE TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies) and the southeasterly line of said 52.7158 Acre Tract, at the northeasterly corner of the herein described 1.365 Acre Water Line Easement Tract, for the southeasterly corner of the herein described tract;

THENCE S85°56'57"W, over and across said 52.7158 Acre Tract, a distance of 1485.40 feet to a calculated point in the easterly line of said 29.764 Acre Tract and the westerly line of said 52.7158 Acre Tract, at the northwesterly corner of said 1.365 Acre Water Line Easement Tract. for the southwest corner of the herein described tract;

THENCE N28°59'13"E, with easterly line of said 29.764 Acre Tract and the westerly line of said 52.7158 Acre Tract, a distance of 11.93 feet to a calculated point, for the northwesterly corner of the herein described tract;



EXHIBIT "A"

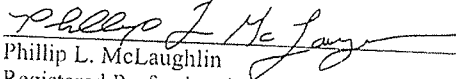
Page 2 of 3

THENCE N85°56'57"E, over and across said 52.7158 Acre Tract, a distance of 1484.79 feet to a calculated point in the northwesterly line of said Old Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 11.61 feet to the **POINT OF BEGINNING**, containing an area of **0.341 ACRES OF LAND MORE OR LESS.**

Attachments: 20193_GR-WLE4-EX

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


Phillip L. McLaughlin 07-13-20
Registered Professional Land Surveyor
State of Texas No. 5300



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

Page 2 of 2

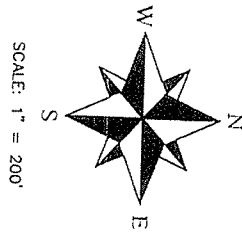
EXHIBIT "A"

Page 3 of 3

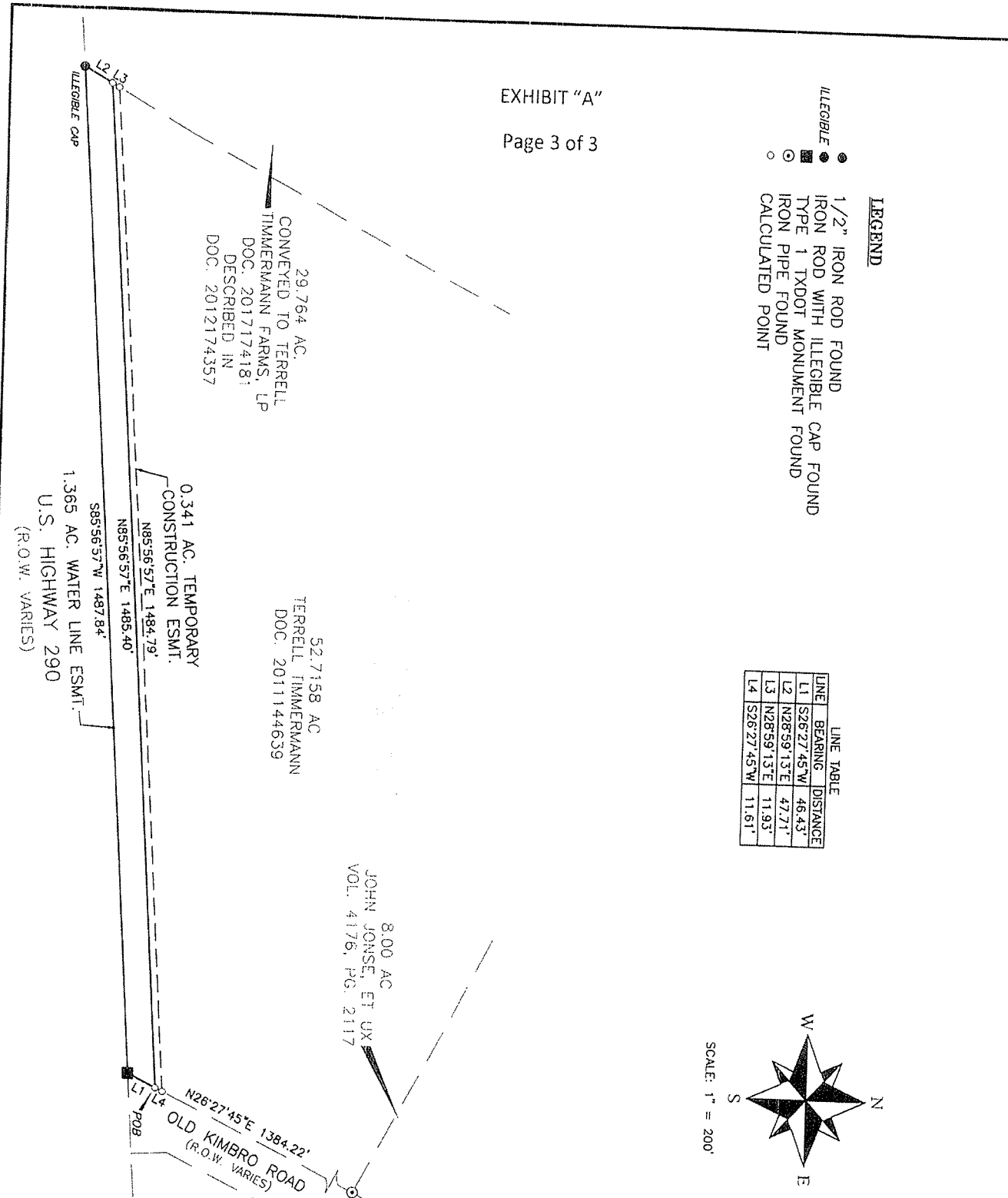
LEGEND

- 1/2" IRON ROD FOUND
- IRON ROD WITH ILLEGIBLE CAP FOUND
- TYPE 1 TXDOT MONUMENT FOUND
- IRON PIPE FOUND
- CALCULATED POINT

LINE	BEARING	DISTANCE
L1	S26°27'45"W	46.43'
L2	N28°59'13"E	47.71'
L3	N28°59'13"E	11.93'
L4	S26°27'45"W	11.61'



SCALE: 1" = 200'



29.764 AC.
CONVEYED TO TERRELL
TIMMERMANN FARMS, LP
DOC. 2017174181
DESCRIBED IN
DOC. 2012174357

52.7158 AC
TERRELL TIMMERMANN
DOC. 2011144639

8.00 AC
JOHN JONSE, ET UX
VOL. 4176, PG. 2117

0.341 AC. TEMPORARY
CONSTRUCTION ESMT.

1.365 AC. WATER LINE ESMT.
U.S. HIGHWAY 290
(R.O.W. VARIES)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20193_GR-WLE4-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 20193
FILE: L:\20193_GR-ESMT BASE
DATE: JULY 13, 2020

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 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, 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

EXHIBIT "D"

ADDITIONAL PROVISIONS AGREED TO BETWEEN CITY AND OWNER

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 6 Timmermann Commercial Investments, L.P.
TCAD Tax ID: 236951



COPY

April 21, 2021

Timmermann Commercial Investments, LP
Attn: Barth Timmermann
P.O. Box 4784
Austin, Texas 78765-4784

RE: Encroachment Letter Agreement

Dear Mr. Timmermann:

This letter sets forth the agreement (the "Agreement") between Timmerman Commercial Investments, LP (the "Owner") and the City of Manor (the "City") (collectively, the "Parties") regarding a 958 square foot office building and a 382 square foot metal building (the "Improvements") located on Owner's property at 14018 E. U.S. Highway 290, in Manor, Texas.

The City is currently negotiating with the Owner to grant to the City a forty foot (40') wide perpetual water line easement (the "Easement") for the purpose of making improvements to the East US 290 Highway Water Line CIP W-17 Project. The Easement area is described as:

Containing 1.365 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, being portions of a 52.7158 acre tract in a Deed of Record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas, as more particularly depicted in Exhibit "A" attached hereto and incorporated herein as is fully set forth and as more particularly described in the instrument filed of record as Document No. _____, Official Public Records of Travis County, Texas.

The Parties discovered that a portion of the Improvements encroach on the proposed Easement being negotiated and granted to the City. The encroachment of the Improvements is depicted on Exhibit "B" attached hereto and incorporated herein as if fully set forth (the "Encroachment Area").

By this Agreement, the City consents to the encroachment and grants Owner the limited contractual right to use the Encroachment Area for the purpose of operating, using, repairing, maintaining and removing the Improvements ("Permitted Use"). Under this Agreement, the Improvements can remain within the Easement, and the Owner agrees not to alter, modify or in any way expand the portion of the Improvements encroaching on the Easement provided that the Owner complies with the following terms and conditions:

- 1) Other than in exercise of the Permitted Use, Owner will not interfere with or obstruct the City's use of the Easement.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
(T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG



COPY

- 2) The Owner shall be responsible for any damage to City water facilities within the Easement that are caused by, or on behalf of, Owner due to Owner's repair or maintenance of the Improvements. The Owner agrees to reimburse the City the actual out-of-pocket expenses reasonable expenses incurred by the City for repairing such damage within thirty (30) days of receiving an invoice, including supporting documentation for such expenses, from the City.
- 3) City will endeavor to utilize the Easement in such a way as to not damage the Improvements. However, the Owner acknowledges and understands that the City's activities under the grant of the Easement may damage or destroy the Improvements. The Owner acknowledges and agrees that the City and their respective agents, employees, independent contractors, successors, and assigns, shall not be responsible for repairing or replacing the Improvements, or for compensating the Owner for any damage caused to the Improvements by City's activities under the grant of the Easement. City's sole obligation shall be to return the ground to substantially the same condition (excluding the Improvements) that existed prior to the work done under the grant of the Easement.

Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable or legal remedy not inconsistent with this Agreement or applicable state law. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. The City may terminate this Agreement if the Owner fails to cure a default within the time required by this Agreement. In the event the City terminates the Agreement, the Owner shall remove the Improvements from the Easement within thirty days of termination of this Agreement. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

All notices hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder shall be addressed to the addresses set forth in the parties signature blocks below.



COPY

EXHIBIT "D"

Page 3 of 5

This letter agreement: (i) together with all related matters, shall be governed by the laws of the State of Texas, without reference to conflict of law principles that direct the application of the laws of a different State; (ii) constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings; (iii) may be amended or modified only by an instrument in writing executed by each of the parties hereto; (iv) is binding upon and shall inure to the benefit of the legal representatives, heirs, successors and assigns of the parties; (v) may be executed in any number of counterparts, each of which will be deemed an original, and all of which shall be deemed one and the same agreement; and (vi) venue shall lie in Travis County, Texas.

[Remainder of the page intentionally left blank]

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
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CITY OF MANOR

COPY

COPY

EXHIBIT "D"

Page 4 of 5

Thomas Bolt, City Manager
105 E. Eggleston
Manor, Texas 78653

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the _____ day of _____, 2021, by Thomas Bolt, City Manager, City of Manor, Texas, on behalf of the City.

(SEAL)

Notary Public - State of Texas

TIMMERMANN COMMERCIAL INVESTMENTS, LP,
a Texas limited partnership

By: Timmermann GP, LLC, a Texas limited liability company,
its General Partner

By: _____
Geraldine Timmermann, Manager
P.O. Box 4784
Austin, Texas 78765-4784

By: _____
Barth Timmermann, Manager

COPY

THE STATE OF TEXAS

EXHIBIT "D"

COUNTY OF TRAVIS

Page 5 of 5

§
§
§

This instrument was acknowledged before me on this the _____ day of _____, 2021,
by Geraldine Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, as General
Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, and on behalf of said entity.

(SEAL)

Notary Public - State of Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on this the _____ day of _____, 2021,
by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, as General
Partner of Timmermann Commercial Investments, LP, a Texas limited partnership, and on behalf of said entity.

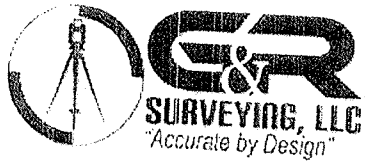
(SEAL)

Notary Public - State of Texas

Parcel No. 6
Project: East US Highway 290 Water Line CIP W-17
TCAD Tax ID No.: 236951

AFTER RECORDING RETURN TO:

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



1.365 AC. WATER LINE EASEMENT
0.341 AC. TEMPORARY CONSTRUCTION EASEMENT
TERRELL TIMMERMANN

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 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1.365 AC. WATER LINE EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies) and the southeasterly line of said 52.7158 Acre Tract, for the northeasterly corner of the herein described tract, from which an iron pipe found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of said 52.7158 Acre Tract and a 8.00 acre tract described in a deed of record to John Jonse, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas bears N26°27'45"E, a distance of 1395.82 feet;

THENCE S26°27'45"W, with the northwesterly line of said Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 46.43 feet to a Type 1 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the northwesterly line of said Old Kimbro Road, for the southeasterly corner of said 52.7158 Acre Tract and the herein described tract;

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 52.7158 Acre Tract, a distance of 1487.84 feet to an iron rod with illegible cap found at the southeasterly corner of a 29.764 acre tract conveyed to Terrell Timmermann Farms, LP in a deed of record in Document No. 2017174181 and described in a deed of record in Document No. 2012174357, Official Public Records of Travis County, Texas, for the southwesterly corner of said 52.7158 Acre Tract and the herein described tract;

THENCE N28°59'13"E, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 47.71 feet to a calculated point, for the northwesterly corner of the herein described tract;

THENCE N85°56'57"E, over and across said 52.7158 Acre Tract, a distance of 1485.40 feet to the **POINT OF BEGINNING**, containing an area of 1.365 ACRES OF LAND MORE OR LESS.

0.341 ACRE TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies) and the southeasterly line of said 52.7158 Acre Tract, at the northeasterly corner of the herein described 1.365 Acre Water Line Easement Tract, for the southeasterly corner of the herein described tract;

THENCE S85°56'57"W, over and across said 52.7158 Acre Tract, a distance of 1485.40 feet to a calculated point in the easterly line of said 29.764 Acre Tract and the westerly line of said 52.7158 Acre Tract, at the northwesterly corner of said 1.365 Acre Water Line Easement Tract, for the southwesterly corner of the herein described tract;

THENCE N28°59'13"E, with easterly line of said 29.764 Acre Tract and the westerly line of said 52.7158 Acre Tract, a distance of 11.93 feet to a calculated point, for the northwesterly corner of the herein described tract;

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

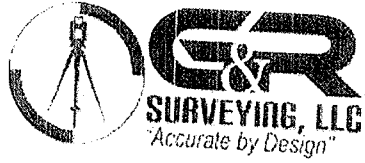


EXHIBIT "A"

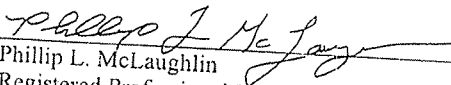
Page 2 of 3

THENCE N85°56'57"E, over and across said 52.7158 Acre Tract, a distance of 1484.79 feet to a calculated point in the northwesterly line of said Old Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 11.61 feet to the **POINT OF BEGINNING**, containing an area of **0.341 ACRES OF LAND MORE OR LESS.**

Attachments: 20193_GR-WLE4-EX

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


Phillip L. McLaughlin 07-13-20
Registered Professional Land Surveyor
State of Texas No. 5300



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

Page 2 of 2