

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 Utility Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** and depicted on **EXHIBIT "B"**, 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: \$56,219.00 shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained.

Owner agrees to convey to the City easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Utility Easement in the form and substance as the attached instrument shown as **EXHIBIT "C"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Wastewater Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Utility Easement for the above-described property at no expense to the Owner.

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

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **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 is the price paid to Owner at the time the City acquires the property through eminent domain.

Owner and the City agree that said permanent and temporary easement rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor
Christopher Harvey
etc

SELLERS:

**ETERNAL FAITH BAPTIST CHURCH,
a Texas non-profit corporation**

Date: December 16, 2021

By: Stan Voelke

Name: Stan Voelke

Title: Trustee

Project: FM 973 Waterline CIP 5-15
Parcel No.: 5
TCAD No.: 526037

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A" and "B"** 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.

Stan Vaellen
Seller

12-16-21
Date

EXHIBIT "A"

**DESCRIPTION FOR A 20' UTILITY EASEMENT
ETERNAL FAITH BAPTIST CHURCH**

A CENTERLINE DESCRIPTION FOR A TWENTY FOOT (20') WIDE UTILITY EASEMENT LOCATED IN THE CALVIN BAKER SURVEY NO. 38, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.269 ACRE TRACT OF LAND, DESCRIBED IN VOLUME 6632, PAGE 1463, DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.TX.), SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found at the southwest corner of that certain 5.00 acre tract described in Volume 5985, Page 172 of said Deed Records, also being on the North Right-of-Way of F.M. 973;

THENCE South 85°49'26" East, along the South line of said 5.00 acre tract, also being along said North Right-of-Way, a distance of 299.76 feet to a calculated point at the Southeast corner of said 5.00 acre parcel, same being Southwest corner of said 7.269 acre parcel;

THENCE continue South 85°49'26" East, along the South line of said 7.269 acre parcel, also being said North Right-of-Way line, a distance of 10.01 to a calculated point for the **POINT OF BEGINNING** of the easement described herein;

THENCE North 06°57'50" East, along a line parallel to and 10.00 feet East of the West line of said 7.269 acre tract, a distance of 743.22 feet to a calculated point;

THENCE South 85°54'52" East, along a line parallel to and 10.00 feet South of the North line of said 7.269 acre tract, a distance of 555.19 feet to a calculated point, for the **POINT OF TERMINATION** of the centerline described herein, said point being on the East line of said 7.269 acre tract and also being the West Right-of-Way line of F.M. 973, from which a 1/2-inch iron rod found at the Northeast corner of said 7.269 acre parcel, same being the Southeast corner of a called 82.254 acre parcel, described in Volume 11208, page 824, D.R.T.C.TX.; bears North 28°00'43" East, a distance of 10.94 feet.

Described centerline being a total distance of 1,289.41 feet.
Utility easement area of 0.60 acres (25,968 square feet)
Temporary construction easement area of 0.85 acres (37,156 square feet).

TEMPORARY CONSTRUCTION EASEMENT

Being an additional thirty feet (30') wide strip of land to be used during the construction of the waterline. The 30 foot wide strip of land will be parallel to and coincident with the above described 20 foot utility easement as shown on Exhibit "B".

This property description is accompanied by a separate plat of even date.

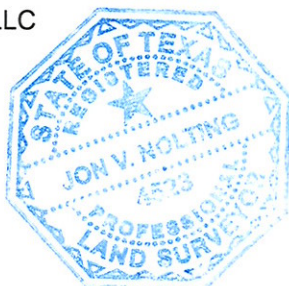
Bearing Basis: All bearings referenced herein are grid bearings and are based on Texas State Plane Coordinate System, Central Zone (4203), NAD83. All distances are represented in grid values, measured in U.S. survey feet, and are based on said horizontal datum.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Jon V. Nolting, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Jon V. Nolting 5 Jan 22

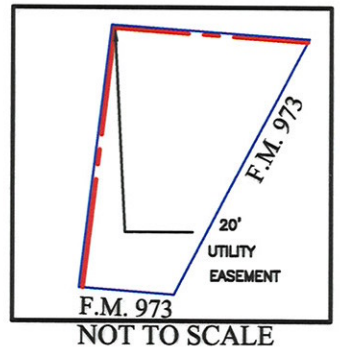
Jon V. Nolting Date
Registered Professional Land Surveyor
No. 4523 – State of Texas



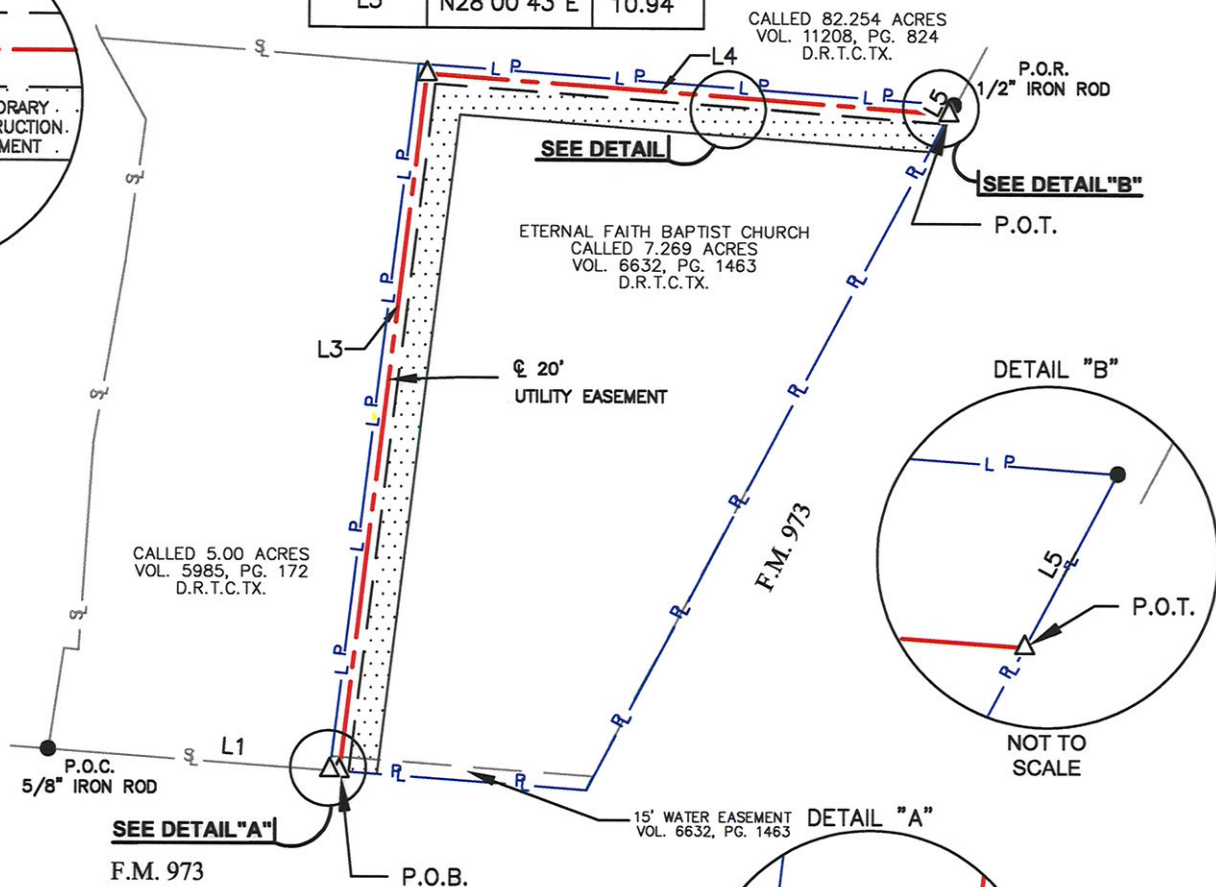
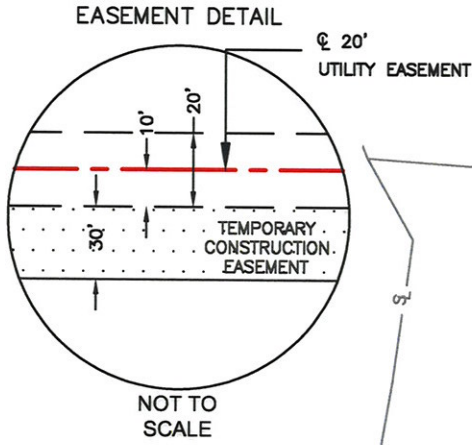
**PLAT OF
UTILITY EASEMENT
EXHIBIT "B"
TRAVIS COUNTY, TEXAS**

TRAVIS COUNTY
CALVIN BARKER SURVEY
NO. 38

EASEMENT CENTERLINE LENGTH
1,298.41'
UTILITY EASEMENT AREA
0.60 ACRE (25,968 SQUARE FEET)
TEMPORARY CONSTRUCTION EASEMENT
AREA
0.85 ACRE (37,156 SQUARE FEET)



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S85°49'26"E	299.76'
L2	S85°49'26"E	10.01'
L3	N06°57'50"E	743.22'
L4	S85°54'52"E	555.19'
L5	N28°00'43"E	10.94'



NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY SAM, LLC.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

LEGEND	
	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	ADJOINER PROPERTY
	CENTERLINE OF 20' WIDE UTILITY EASEMENT
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	POINT OF BEGINNING
	POINT OF TERMINATION
	POINT OF COMMENCEMENT
	POINT OF REFERENCE
	DEED RECORDS, TRAVIS COUNTY, TEXAS
	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
	20' WIDE UTILITY EASEMENT
	30' WIDE TEMPORARY WORKSPACE

JON V. NOLTING DATE 5 Jan 22
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4523 - STATE OF TEXAS



REVIEWED BY:
JOB NUMBER: 1021060329
DATE: 7/23/2021
SCALE: 1"=200'
SURVEYOR: JON V. NOLTING
TECHNICIAN: L. GALAN
DRAWING: TRACT 5_FN_48918
TRACT ID: 5
PARTY CHIEF:
FIELD BOOKS:



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

PROJECT: MANOR_F.M. 973_WATERLINE
SHEET 2 OF 2

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.

COPY

UTILITY EASEMENT

DATE: _____, 2021

GRANTOR: **Eternal Faith Baptist Church, a Texas non-profit corporation**

GRANTOR'S MAILING ADDRESS (including County):
12720 FM 973, Manor, Travis County, Texas 78653-5151

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 twenty foot (20') wide utility easement, containing 0.60 acres, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A" and as depicted in Exhibit "B", 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").

COPY

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, 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 thirty foot (30') wide temporary construction easement containing 0.85 acres as described in Exhibit "A" and as depicted in Exhibit "B" 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.

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**

COPY

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:

**ETERNAL FAITH BAPTIST CHURCH,
a Texas non-profit corporation**

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, as _____ of Eternal Faith Baptist Church, a Texas non-profit corporation, in the capacity and on behalf of said corporation, for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

COPY

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

Notary Public, State of Texas
My commission expires: _____

COPY

Project Name: FM 973 Waterline CIP 5-15
Parcel No. 5
TCAD No. 526037

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

COPY

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Utility Easement is a part, pursuant to the Deed of Trust, Security – Financing Statement dated April 27, 2018, recorded in Document No. 2018064279 and Extension of Real Estate Note and Lien dated May 10, 2019, recorded in Document No. 2019073384 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Utility Easement and agrees that its lien is subject and subordinate to the Utility Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

Frontier Bank of Texas

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on _____, 2021, by _____ (name), _____ (title) of _____ (bank name) on behalf of said _____.

Notary Public - State of Indiana

Project Name: FM 973 Waterline - CIP 5-15
Parcel No. 5
TCAD No. 526037

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "D"

The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. The City's contractor will install a 2-inch water tap as part of the FM 973 Water Line CIP 5-15 project at no cost to Owner.
2. The City agrees to install the proposed 12-inch water line five feet (5') off the North and West property lines.
3. The City's contractor agrees to install a fire hydrant on Owner's property at a location agreed upon by the City and Owner as part of the FM 973 Water Line CIP 5-15 project at no cost to Owner.
4. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and depicted in Exhibit "B" and survive the closing.

Project: FM 973 Waterline CIP 5-15

Parcel No.: 5

TCAD No.: 526037