CITY OF MANOR PURCHASE AGREEMENT

Manor Commercial Park Wastewater Collection System and Carriage Hill Liftstation No. 5 Improvement; Parcel 2

THE STATE OF TEXAS COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Manor Elite Residences, 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:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 0.3843 acres (16,739 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: All that certain tract, piece or parcel of land consisting of 0.9129 acres (39,768 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

<u>Total Price.</u> FIFTY-SIX THOUSAND SEVEN HUNDRED TWO AND NO/100'S DOLLARS (\$56,702.00) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and 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.

<u>Closing.</u> 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.

<u>Title, Final Possession</u>. Owner agrees at Closing to convey to the City a wastewater easement and temporary construction 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.

Wastewater Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction 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 and Temporary Construction 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.

<u>Payment</u>. 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.

<u>Imminence of Condemnation</u>. 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.

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

<u>Formal Approval</u>. 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.

OWNI	ER:	
a Texa	r Elite Residences, LLC as limited liability company Pikoff, Manager	$\frac{6/13/23}{\text{Date}}$
BUYE	ER:	
	OF MANOR, TEXAS as home-rule municipality	
Ву:	Dr. Christopher Harvey, Mayor City of Manor, Texas	Date

Parcel No. 2

Project: Manor Commercial Park Project TCAD Tax ID: 236900



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.3843 OF ONE ACRE OF LAND (16,739 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 AND THE TIMOTHY MCKANE SURVEY NO. 47, ABSTRACT NO. 525, BOTH IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 1, MANOR VILLA ESTATES, A SUBDIVISION OF RECORD IN VOLUME 83, PAGE 155C, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.), AND BEING THE SAME TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO MANOR ELITE RESIDENCES, LLC, RECORDED IN DOCUMENT NO. 2022119307, 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 Calculated Point in the existing Southerly right-of-way line of Racin Patty Street (80' R.O.W. – Vol. 87, Pg. 167B, P.R.T.C.T.) for the Northerly common corner of said Lot 1 and of Lot 2, said MANOR VILLA ESTATES, from which a 1/2-inch iron rebar found in the Southerly line of the remainder of a called 147.37 acre tract of land described as Tract One in a General Warranty Deed to Zalaram LLC, recorded in Document No. 2015078185 of said O.P.R.T.C.T., for the Northerly common corner of said Lot 2 and of Lot 3, said MANOR VILLA ESTATES, bears South 62°38'44" East a distance of 404.89 feet;

THENCE with the Easterly line of said Lot 1 and the common Westerly lines of said Lot 2 and then of Lot 7, said MANOR VILLA ESTATES, the following four (4) courses and distances:

- 1. South 27°09'09" West a distance of 748.21 feet to a 1/2-inch rebar found; and
- 2. South 27°21'58" West a distance of 630.32 feet to a 1/2-inch iron rebar with cap stamped "CHAPPARAL" found; and
- 3. South 25°34'12" West a distance of 139.18 feet to a 1/2-inch rebar with cap stamped "SURVTEX LLC" found, from which a 1/2-inch rebar found bears North 57°14'29" West a distance of 0.44 feet;



4. South 27°01'09" West a distance of 74.03 feet to a 1/2-inch rebar with cap stamped "SURVTEX LLC" found in the existing Northerly right-of-way line of Old Highway 20 (80' R.O.W.), for the Southerly common corner of said Lot 1 and of said Lot 7;

THENCE **North 72°55'19" West** with the existing Northerly right-of-way line of said Old Highway 20 and a common Southerly line of said Lot 1, a distance of **50.66** feet to a 1/2-inch rebar with cap stamped "4WARD BOUNDARY" found the Southerly common corner of said Lot 1 and of Lot 6, said MANOR VILLA ESTATES:

THENCE North 26°53'36" East with a Westerly line of said Lot 1 and the common Easterly line of said Lot 6, a distance of 20.30 feet to a Calculated Point for corner;

THENCE over and across said Lot 1, the following five (5) courses and distances:

- 1. South 72°55'19" East a distance of 40.55 feet to a Calculated Point; and
- 2. North 27°01'09" East a distance of 55.35 feet to a Calculated Point; and
- 3. North 25°34'12" East a distance of 139.21 feet to a Calculated Point; and
- 4. North 27°21'58" East a distance of 630.46 feet to a Calculated Point; and
- 5. North 27°09'09" East a distance of 748.23 feet to a Calculated Point in the existing Southerly right-of-way line of said Racin Patty Street and the common Northerly line of said Lot 1:



THENCE South 62°38'44" East with the existing Southerly right-of-way line of said Racin Patty Street and the common Northerly line of said Lot 1, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.3843 of one acre of land (16,739 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 November, 2022.

Frank W. Funk

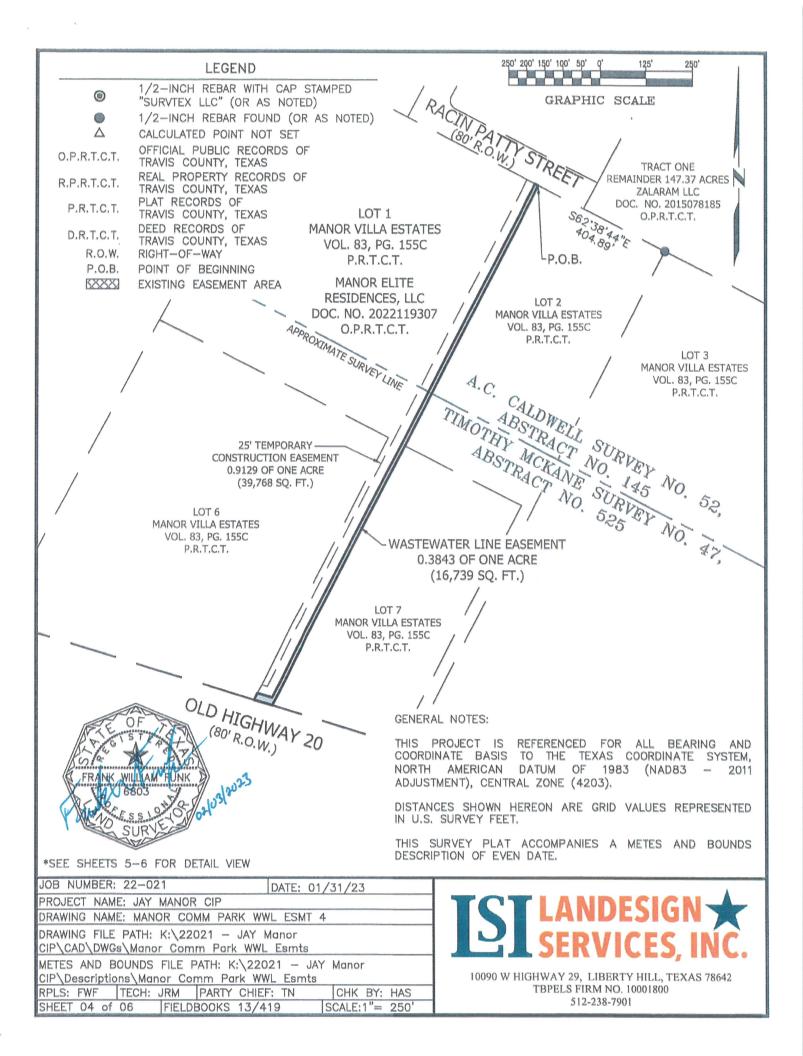
Registered Professional Land Surveyor

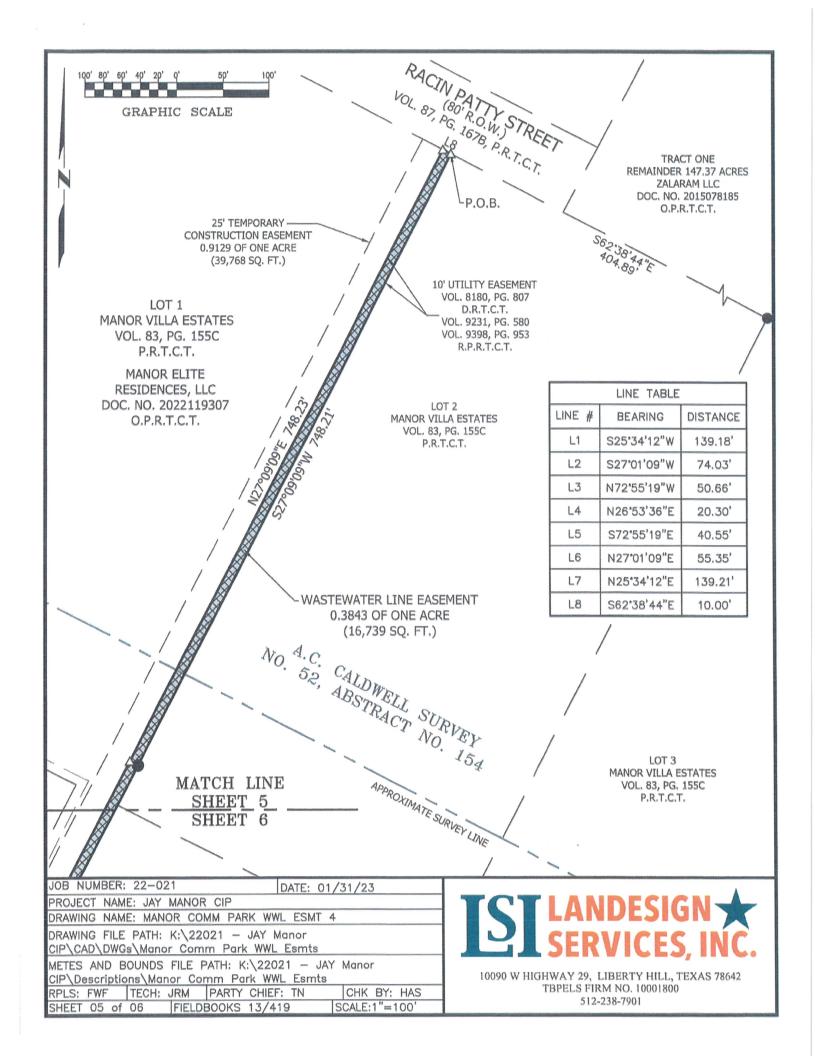
State of Texas No. 6803

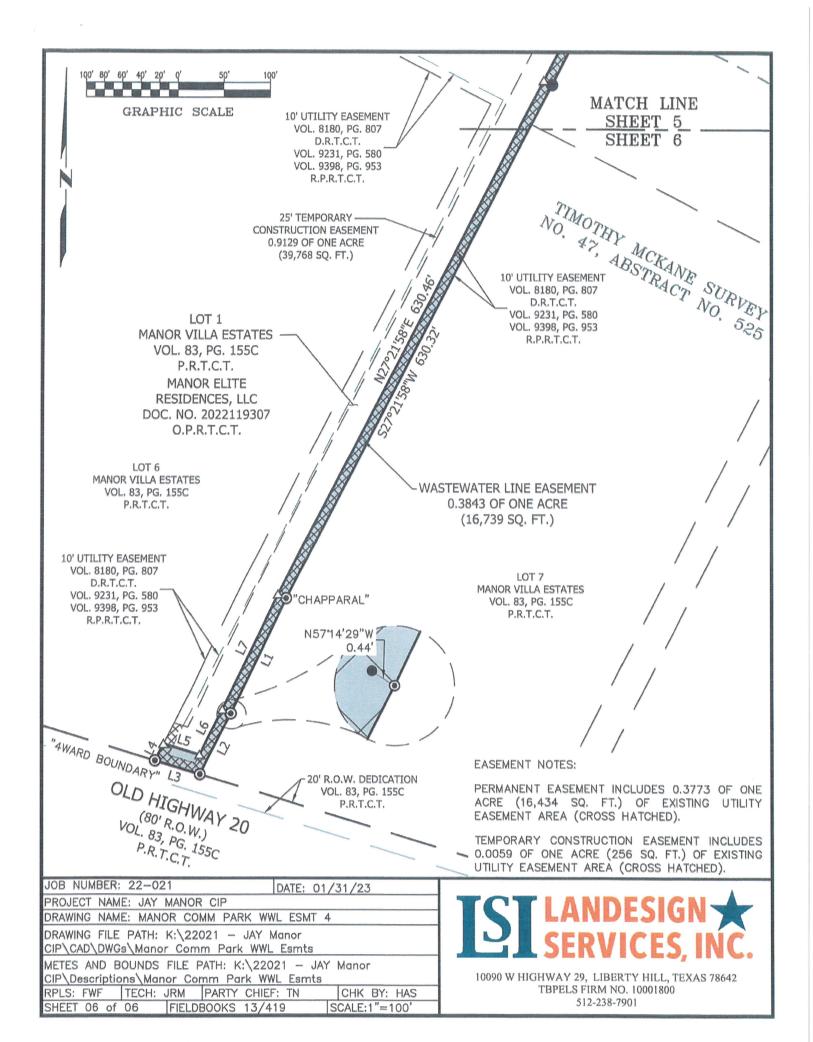
Job Number: 22-021

Attachments: K:\JAY MANOR CIP\CAD\DWGS\MANOR COMM PARK WWL ESMT 4.DWG









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.

EXHIBIT "B"

WASTEWATER EASEMENT AND TEMPORARY WORKSPACE EASEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

That, Manor Elite Residences, 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 easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "Project"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 0.3843 acres, 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 0.3843 acre parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 0.9129 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee**'s completion of the **Project** or the expiration of twelve (12) months from **Grantee**'s commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements 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, a wastewater pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. 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 Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement and Temporary Workspace Easement.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements 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 construction of the Project, Grantee shall remove and dispose of all debris, trash, and litter resulting from construction. Grantee shall be obligated to restore the surface of the Permanent Easement and the Temporary Workspace Easement area at Grantee's sole cost and expense as nearly as reasonably possible in Grantee's sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the Permanent Easement which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's initial use of the easements granted hereunder, except that Grantee shall not be obligated to replace trees or vegetation other than groundcover.

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 wastewater utility lines, and for making connections therewith.

GRANTOR:	
David Pikoff, Manager	Date
ACCEPTED:	
GRANTEE: City of Manor, Texas:	
By: Dr. Christopher Harvey, Mayor	

***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS	§ .
COUNTY OF TRAVIS	§ § §
State, on this the	or Elite Residences, LCC, a Texas limited liability compared be the person whose name is subscribed to the foregoinal hat he executed the same for the purposes and consideration
	Notary Public-State of Texas
THE STATE OF TEXAS	§
COUNTY OF TRAVIS	§ § §
State, on this the	signed authority, a Notary Public in and for said County and day of 2023, personally appears of City of Manor, Grantee herein, known to me to be thosed to the foregoing instrument, and acknowledged that bases and consideration therein expressed and in the capac
	Notary Public-State of Texas

Project Name: Parcel No. **Manor Commercial Park Project**

TCAD PID No.: 236900

AFTER RECORDING RETURN TO:

City of Manor 105 E. Eggleston Manor, Texas 78653