

ORDINANCE NO. 586

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CLOSING, VACATING, AND ABANDONING A 20' ALLEY CROSSING BLOCK 10, TOWN OF MANOR RECORDED IN VOLUME V, PAGE 796 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED ALLEY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the 20' alley as shown in Exhibit "A" is a surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street;

WHEREAS, retaining a twenty foot (20') wide, more or less, public utility easement within the vacated alley is necessary for use by the City for public utility purposes;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value; and

WHEREAS, the City has established the fair market value of the above described alley as being \$3.70 per square foot.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Manor, Texas.

Section 2. Alleyway. The twenty foot (20') alley crossing Block 10, Town of Manor recorded in Volume V, Page 796 of the Deed Records of Travis County, Texas, and being adjacent to Lots 1-20, Block 10, of said Town of Manor, said Lots 1-20 conveyed to The Housing Authority of Travis County, Texas in Document Nos. 2002001062, 2003286679, and 2007187176, all of the Official Public Records of Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property" or "alleyway"), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 3. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the Property to abutting property owners, in proportion to their ownership of the abutting property; provided that said special warranty deed shall reserve a public utility easement to be held by the City as described in the special warranty deed attached as Exhibit "B", and provided that the purchase price to be paid for such property shall be

\$3.70 per square foot of such tract of alleyway. Upon the payment of the purchase price, any surveying fees, and a proportionate amount of attorneys fees related to drafting and reviewing documents necessary to convey the Property, the execution and filing of a Release in the county real property records, as necessary, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Manor, Texas.

Section 4. Retain Utility Easement. A public utility easement in, upon, under, and across the Property is hereby retained by the City and the general public for use as a public utility easement as described in the special warranty deed attached as Exhibit “B”.

Section 5. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't. Code.

PASSED AND APPROVED on this 7th day of October 2020.

THE CITY OF LEANDER, TEXAS

Dr. Larry Wallace, Jr., Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

Exhibit “A”

[see attached]

Exhibit "B"**SPECIAL WARRANTY DEED****THE STATE OF TEXAS****§****COUNTY OF TRAVIS****§ KNOW ALL PERSONS BY THESE PRESENTS:**

That the **City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by _____, *[insert name(s) of buyer(s)]*, hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY: *[insert property description]*

This conveyance is expressly made subject to the easements reserved in this instrument, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

GRANTOR hereby expressly reserves an exclusive, perpetual public utility 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 the supplying of water, sanitary sewer service, and/or any other utility services or public facility in, upon, under and across the Property.

GRANTEE covenants and agrees to use the Property only in those ways consistent with the public utility easement herein reserved and agrees to do nothing which would impair, damage, or destroy or interfere with the public utility easement or any structure, facility, or improvement placed thereon, and it is further understood and agreed that the covenants and agreements set forth herein regarding the public utility easement shall be considered covenants running with the land, fully binding upon **GRANTEE** and Grantee's successors and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Manor, Texas, but not otherwise.

This deed is subject to the public utility easement reserved in this instrument and all other easements, restrictions, covenants, conditions and other instruments of record.

EXECUTED at Manor, Travis County, Texas, this the _____ day of _____, 20____.

Attest:

City of Manor, Texas

Lluvia T. Almaraz, City Secretary

Dr. Larry Wallace, Jr., 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 day personally appeared Dr. Larry Wallace, Jr., Mayor, of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

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