

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 Wastewater 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"** 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: IN-KIND SERVICES IN LIEU OF MONETARY COMPENSATION as described in **Exhibit "C"** 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 Wastewater Easement in the form and substance as the attached instrument shown as **EXHIBIT "B"**.

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 Wastewater 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 Wastewater 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 "C"**.

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

SELLERS:

Dutch Clean Storage, Inc.,
a Texas corporation

Date: Sept. 14, 2020

By: 

Title: President V. HELMENSTEIN

Title: _____

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 9
TCAD No.: 526017

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 _____, 2020.

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



0.220 ACRE WASTEWATER EASEMENT
0.212 ACRE TEMPORARY CONSTRUCTION EASEMENT
LOT 4, UNICORN EQUESTRIAN CENTER SUBDIVISION

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 LOT 4, UNICORN EQUESTRIAN CENTER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100239, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

0.220 ACRE WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with CM&N Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northeasterly corner of a 20.235 acre tract described in a deed of record to Hester Real Estate Investments #5, LLC in Document No. 2018038170, Official Public Records of Travis County, Texas, for the northwesterly corner of said Lot 4 and the herein described tract;

THENCE with the southerly line of said U.S. Highway 290 and the northerly line of said Lot 4, the following three (3) courses:

1. N85°56'58"E, a distance of 44.45 feet to a calculated point of curvature of a curve to the right;
2. Along said curve to the right having a radius of 22837.31 feet, an arc length of 314.88 feet, and a chord which bears N86°14'23"E, a distance of 314.88 feet to the end of said curve;
3. N86°28'03"E, a distance of 31.68 feet to a calculated point at the northwesterly corner of Lot 3 of said Unicorn Equestrian Center Subdivision, for the northeasterly corner of said Lot 4 and the herein described tract;

THENCE S25°52'37"W, with the common line of said Lot 3 and said Lot 4, a distance of 28.70 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE over and across said Lot 4, the following three (3) courses:

1. S86°28'03"W, a distance of 17.62 feet to a calculated point of curvature of a curve to the left;
2. Along said curve to the left having a radius of 22812.31 feet, an arc length of 314.60 feet, and a chord which bears S86°14'23"W, a distance of 314.60 feet to the end of said curve;
3. S85°56'58"W, a distance of 44.25 feet to a calculated point in the common line of said 20.235 Acre Tract and said Lot 4, for the southwesterly corner of the herein described tract;

THENCE N04°32'59"W, with the common line of said 20.235 Acre Tract and said Lot 4, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of **0.220 ACRES OF LAND MORE OR LESS**.



EXHIBIT "A"

Page 2 of 3

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

COMMENCING at an iron rod with CM&N Cap found in the southerly line of said U.S. Highway 290 (R.O.W. varies), at the northeasterly corner of a 20.235 acre tract described in a deed of record to Hester Real Estate Investments #5, LLC in Document No. 2018038170, Official Public Records of Travis County, Texas, same being the northwesterly corner of said Lot 4;

THENCE S04°32'59"E, with the common line of said 20.235 Acre Tract and said Lot 4, a distance of 25.00 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said Lot 4, the following three (3) courses:

1. N85°56'58"E, a distance of 44.25 feet to a calculated point of curvature of a curve to the right;
2. Along said curve to the right having a radius of 22812.31 feet, an arc length of 314.60 feet, and a chord which bears N86°14'23"E, a distance of 314.60 feet to a calculated point at the end of said curve;
3. N86°28'03"E, a distance of 17.62 feet to a calculated point in the westerly line of Lot 3 of said Unicorn Equestrian Center Subdivision, same being the easterly line of said Lot 4, for the northeasterly corner of the herein described tract;

THENCE S25°52'37"W, with the common line of said Lot 3 and said Lot 4, a distance of 28.70 feet to a calculated point, for the southeasterly corner of the herein described tract;

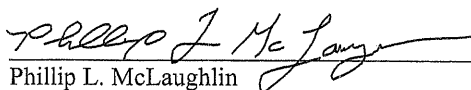
THENCE over and across said Lot 4, the following three (3) courses:

1. S86°28'03"W, a distance of 3.56 feet to a calculated point of curvature of a curve to the left;
2. Along said curve to the left having a radius of 22787.31 feet, an arc length of 314.31 feet, and a chord which bears S86°14'23"W, a distance of 314.31 feet to a calculated point at the end of said curve;
3. S85°56'58"W, a distance of 44.06 feet to a calculated point in the common line of said 20.235 Acre Tract and said Lot 4, for the southwesterly corner of the herein described tract;

THENCE N04°32'59"W, with the common line of said 20.235 Acre Tract and said Lot 4, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of **0.212 ACRES OF LAND MORE OR LESS**.

Attachments: 11820_GR-WW- ESMT9-EX

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



Phillip L. McLaughlin
Registered Professional Land Surveyor
State of Texas No. 5300

08-01-19

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



Page 2 of 2

LEGEND

- TYPE 1 TXDOT MONUMENT FOUND
- ⊙ TYPE 2 TXDOT MONUMENT FOUND
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- ⊙ IRON PIPE FOUND
- ▲ NAIL FOUND (TYPE NOTED)
- CALCULATED POINT

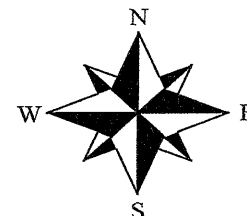
INSIGNIA

EXHIBIT "A"

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A.C. CALDWELL SURVEY
NO. 52, ABS. 154

61.73 AC. TRACT 2
CHAU DINH, ET UX
(DOC. 2014139510)



SCALE: 1" = 300'

REMAINDER OF
TIMMERMANN PROF
VOL. 11765, F

0.449 AC. TRACT 1
CHAU DINH, ET UX
(DOC. 2014139510)

U.S. HIGHWAY 290
(R.O.W. VARIES)

POB WASTEWATER ESMT.
POC TEMPORARY
CONSTRUCTION ESMT.
POB TEMPORARY
CONSTRUCTION ESMT.
L10, L9, L8, L7, L6, L5, L4, L3, L2, L1
CM&N

LOT 4

0.220 AC. WASTEWATER ESMT.
C1
0.212 AC. TEMPORARY
CONSTRUCTION ESMT.
C2, C3

LOT 1, BLOCK A
THE TRAILER MAN
SUBDIVISION
(DOC. 201000164)

UNICORN EQUESTRIAN
CENTER SUBDIVISION
(DOC. 200100239)

22.682 AC.
MB&MS ENTERPRISE, INC.
(DOC. 2005187865)

22.78 AC.
KRANTZ PROPERTIES, LLC
(DOC. 2008155343)

242
CAPITAL AREA
ASS
(DOC. 2

20.235 AC.
HESTER REAL ESTATE
INVESTMENTS #5, LLC
(DOC. 2018038170)

LINE	BEARING	DISTANCE
L1	N85°56'58"E	44.45'
L2	N86°28'03"E	31.68'
L3	S25°52'37"W	28.70'
L4	S86°28'03"W	17.62'
L5	S85°56'58"W	44.25'
L6	N04°32'59"W	25.00'
L7	S25°52'37"W	28.70'
L8	S86°28'03"W	3.56'
L9	S85°56'58"W	44.06'
L10	N04°32'59"W	25.00'

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	0°47'24"	22837.31'	314.88'	N86°14'23"E	314.88'	157.44'
C2	0°47'25"	22812.31'	314.60'	S86°14'23"W	314.60'	157.30'
C3	0°47'25"	22787.31'	314.31'	S86°14'23"W	314.31'	157.16'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT9-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET

1

EXHIBIT

PLOTTING SCALE: 1" = 300'

DRAWN BY: PMC

REVIEWED BY: DRS

PROJECT NO: 18280

FILE: L:\18280_GR-EASEMENT-BASE

DATE: AUGUST 1, 2019

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS
COUNTY, TEXAS, OUT OF THE A.C. CALDWELL
SURVEY NO. 52, ABSTRACT 154, BEING
PORTIONS OF LOT 4, UNICORN EQUESTRIAN
CENTER SUBDIVISION, A SUBDIVISION OF
RECORD IN DOCUMENT NO. 200100239, OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 287-7430
FAX: (512) 836-8385
FIRM NO. 10032000

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: _____, 2020

GRANTOR: **Dutch Clean Storage, Inc., a Texas corporation**

GRANTOR'S MAILING ADDRESS (including County):

14601 Hwy. 290 East, Manor, Travis County, Texas 78653-4567

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-five foot (25') wide wastewater easement, containing 0.220 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, drainage, 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 0.212 acres, more or less located in Travis County, Texas, and being more particularly described 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:

**DUTCH CLEAN STORAGE, INC.,
a Texas corporation**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by _____, _____ of
Dutch Clean Storage, Inc., a Texas corporation, in the capacity and on behalf of said company,
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

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 _____ 2020, personally appeared Dr. Larry Wallace, Jr., 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 Collection System Improvements
Parcel Nos.: 9
TCAD No.: 526017

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust dated January 2 2014, recorded in Document No. 2014019789 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater 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.

Volkmar Helmenstein

Date:

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on _____, 2020, by Volkmar Helmenstein for the purposes recited herein.

Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 9
TCAD No.: 526017

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "C"

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

1. A single wastewater service connection will be installed by the City or its contractors as part of the Cottonwood Creek Wastewater Collection System project at no cost to the Owner.
2. The wastewater connection has the following requirements:
 - a) The tap fee, the impact fee for one (1) living unit equivalent (LUE) and any other fees associated with the wastewater connection will be paid by the City in exchange for Owner granting the 0.220 acre Wastewater Easement and 0.212 acre temporary construction easement in lieu of monetary compensation. An LUE is equivalent to the utility use of a single-family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time. The Owner must complete a wastewater connection application and comply with all applicable City requirements when requesting establishment of a wastewater service account.
 - b) Owner must establish a City wastewater account and complete the wastewater connection within one (1) year from the date of execution of the Wastewater Easement.
3. The City agrees to remove and replace the existing net wire fencing located on the east property line necessary for the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any fencing removed during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
4. The City or its contractors agree to deliver and stockpile 110 cubic yards of road base (3/4 inches or smaller) to Owner's property at no expense to Owner. Owner agrees to spread and compact road base at his own expense. The City or its contractors will restore (level) the surface of the 0.220 acre wastewater easement and 0.212 acre temporary construction after installation of the wastewater line and no road base repairs will be completed to Owner's driveway and parking area.
5. The City agrees that the Owner is permitted to park U-haul trucks and trailers over the wastewater easement after the installation of the wastewater line. Owner agrees to move U-haul trucks and trailers as necessary for any wastewater utility maintenance.
6. The tap fee, impact fee and any other fees associated with the wastewater connection paid by the City and the 110 cubic yards of stockpiled road base are given as consideration for conveying 0.220 acres of wastewater easement and 0.212 acres of temporary construction easement as described in Exhibit "A".
7. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survive the closing.

Project:	Cottonwood Creek Wastewater Collection System Improvements
Parcel No.:	9 - Dutch Clean Storage, Inc.
TCAD No.:	526017