

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: \$7,100.00 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. **TOTAL PRICE** paid will be increased by 20% if the signed Purchase Contract is received on or before November 25, 2020.

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.

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 fair market value of the property at the time the public use was canceled.

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:

Date: 11-23-2020

By: 
David Rice

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 5
TCAD No.: 236976

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

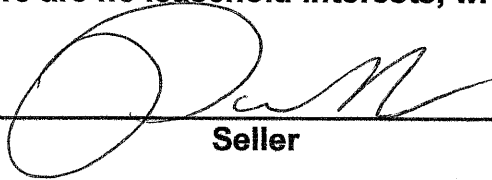
By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

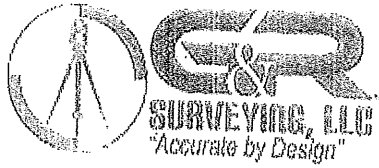
If there are no leasehold interests, written or verbal, please sign here.



Seller

11-23-2020

Date



0.454 ACRE WASTEWATER EASEMENT
0.436 ACRE TEMPORARY CONSTRUCTION EASEMENT
DAVID RICE

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 5.565 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DAVID RICE IN DOCUMENT NO. 2013207877, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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

BEGINNING at a 1/2" iron rod found in the northerly line of a 62.8431 acre tract described in a deed of record to Jefferson Triangle Marine, L.P. in Document No. 2008096315, Official Public Records of Travis County, Texas, at the southwesterly corner of said 5.565 Acre Tract, same being the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, for the southwesterly corner of the herein described tract;

THENCE N27°09'16"E, with the westerly line of said 5.565 Acre Tract, being in part the easterly line of said 1.00 Acre Tract, and in part the easterly line of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, passing at a distance of 208.71 feet, a 1/2" iron rod found at the common easterly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, and continuing for a total distance of 531.42 feet to a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of said 5.565 Acre Tract and said 4.382 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE N85°56'58"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 5.565 Acre Tract, a distance of 274.90 feet to a calculated point, for the northeasterly corner of the herein described tract;

THENCE over and across said 5.565 Acre Tract, the following three (3) courses:

1. S01°41'34"W, a distance of 25.13 feet to a calculated point;
2. S85°56'58"W, a distance of 258.30 feet to a calculated point;
3. S27°09'16"W, a distance of 517.28 feet to a calculated point in the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE N62°57'59"W, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of **0.454 ACRES OF LAND MORE OR LESS.**



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

COMMENCING at a 1/2" iron rod found in the northerly line of a 62.8431 acre tract described in a deed of record to Jefferson Triangle Marine, L.P. in Document No. 2008096315, Official Public Records of Travis County, Texas, at the southwesterly corner of said 5.565 Acre Tract, same being the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet;

THENCE S62°57'59"E, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 25.00 feet to a calculated point, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

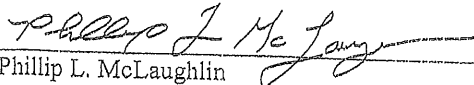
THENCE over and across said 5.565 Acre Tract, the following five (5) courses:

1. N27°09'16"E, a distance of 517.28 feet to a calculated point, for the northwesterly corner of the herein described tract;
2. N85°56'58"E, a distance of 258.30 feet to a calculated point, for the northeasterly corner of the herein described tract;
3. S01°41'34"W, a distance of 25.13 feet to a calculated point;
4. S85°56'58"W, a distance of 241.70 feet to a calculated point;
5. S27°09'16"W, a distance of 503.14 feet to a calculated point the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, for the southeasterly corner of the herein described tract;

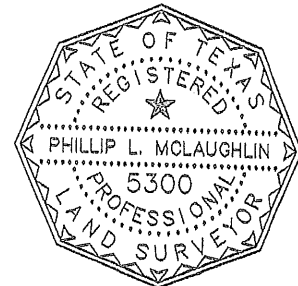
THENCE N62°57'59"W, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of **0.436 ACRES OF LAND MORE OR LESS.**

Attachments: 11820_GR-WW-BSMT5-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



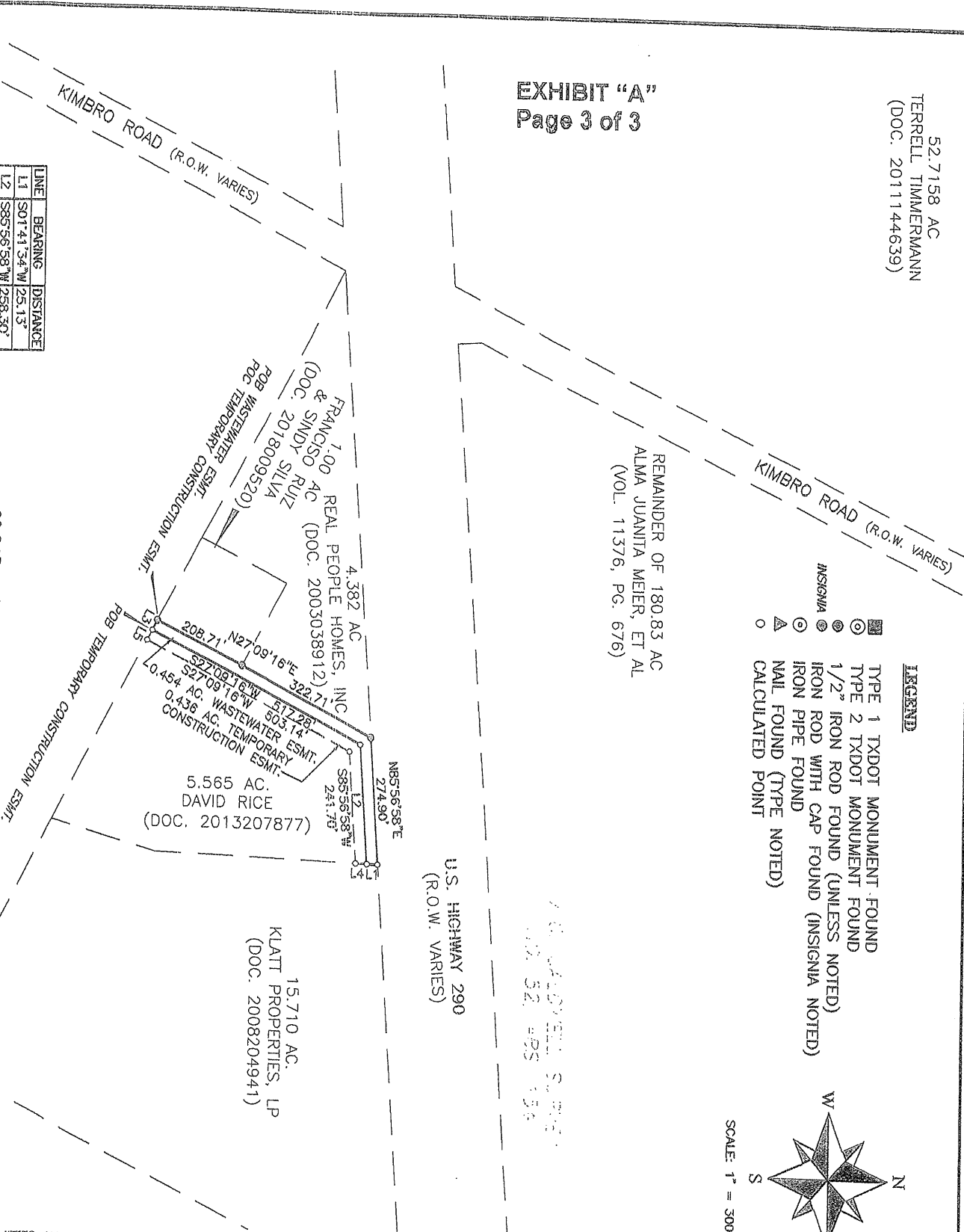
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 o Fax (512)836-8385

52.7158 AC
 TERRELL, TIMMERMAN
 (DOC. 2011144639)

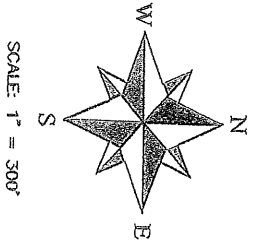
EXHIBIT "A"
 Page 3 of 3

LINE	BEARING	DISTANCE
L1	S01°41'34"W	25.13'
L2	S85°56'58"W	258.30'
L3	N86°25'39"W	25.00'
L4	S01°41'34"W	25.13'
L5	N82°57'39"W	25.00'

62,843.1 AC
 JEFFERSON TRIANGLE MARINE, L.P.
 (DOC. 2008096315)



- LEGEND**
- ⊙ TYPE 1 TYPED MONUMENT FOUND
 - ⊙ TYPE 2 TYPED MONUMENT FOUND
 - ⊙ 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ⊙ IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
 - ⊙ IRON PIPE FOUND
 - ⊙ MAIL FOUND (TYPE NOTED)
 - CALCULATED POINT



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT5-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
1
1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\118280_GR-EASEMENT-BASE
DATE: AUGUST 1, 2018

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 164, BEING PORTIONS OF A 5.565 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DAVID RICE IN DOCUMENT NO. 2013207877, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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

WASTEWATER EASEMENT

EXHIBIT "B"
Page 1 of 4

DATE: _____, 2020

GRANTOR: David Rice

GRANTOR'S MAILING ADDRESS (including County):
14215 East US Highway 290, Manor, Travis County, Texas 78653-4512

GRANTEE: CITY OF MANOR

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston Street, 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 0.454 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 0.436 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:

EXHIBIT "B"
Page 3 of 4

David Rice

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this _____ day of _____, 2020,
by David Rice for the purposes and consideration recited herein.

Notary Public, State of Texas

My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 5
TCAD No.: 236976

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

CONSENT OF LIENHOLDER

EXHIBIT "B"
Page 4 of 4

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, filed and recorded November 19, 2013, in Document No. 2013207874 of the Official Public Records of Travis County, Texas, affected by Assignment of Note and Transfer of Lien filed and recorded December 9, 2014, in Document No. 2014183091 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.

NAME OF LIENHOLDER:

By: _____
Ronald P. White

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on _____, 2020, by Ronald P. White for the purposes recited herein

Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 5
TCAD No.: 236976

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