

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:

**Klatt Properties, LLC
a Texas limited liability company,
formerly known as Klatt Properties, LP,
a Texas limited partnership**

Date: 11-23-2020

By: Ronnie Klatt
Ronnie Klatt, Manager

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 6
TCAD No.: 236977

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.

Ronnie Klatt
Seller

11-23-2020
Date



0.563 ACRE WASTEWATER EASEMENT
0.556 ACRE TEMPORARY CONSTRUCTION EASEMENT
KLATT PROPERTIES, LP

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 15.710 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO KLATT PROPERTIES, LP IN DOCUMENT NO. 2008204941, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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

BEGINNING at a calculated point in the southerly line of U.S. Highway 290 (R.O.W. varies) at the northeasterly corner 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, for the northwesterly corner of said 15.710 Acre Tract and the herein described tract, from which a 1/2" iron rod found in the southerly line of said U.S. Highway 290, at the common northerly corner of said 5.565 acre tract and 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 S85°56'58"W, a distance of 274.90 feet;

THENCE N85°56'58"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 15.710 Acre Tract, a distance of 988.17 feet to a calculated point at the northwesterly 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 northeasterly corner of said 15.710 Acre Tract and the herein described tract, from which an iron rod with B&G Cap found, bears N06°43'28"W, a distance of 2.83 feet;

THENCE S27°25'11"W, with the common line of said 15.710 Acre Tract and said 20.235 Acre Tract, passing at a distance of 1.89 feet, an iron rod with RPLS 3910 Cap found, and continuing for a total distance of 29.31 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE S85°56'58"W, over and across said 15.710 Acre Tract, a distance of 975.39 feet to a calculated point in the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N01°41'34"E, with the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, a distance of 25.13 feet to the **POINT OF BEGINNING**, containing an area of **0.563 ACRES OF LAND MORE OR LESS.**



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

COMMENCING at a calculated point in the southerly line of U.S. Highway 290 (R.O.W. varies) at the northeasterly corner 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, same being the northwesterly corner of said 15.710 Acre Tract, from which a 1/2" iron rod found in the southerly line of said U.S. Highway 290, at the common northerly corner of said 5.565 acre tract and 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 S85°56'58"W, a distance of 274.90 feet, and also from which an iron rod with ATS Cap found in the southerly line of said U.S. Highway 290, at the northeasterly corner of Lot 1, Block A, The Trailer Man Subdivision, a subdivision of record in Document No. 201000164, Official Public Records of Travis County, Texas, same being an angle point in the northerly line 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, bears N85°56'58"E, a distance of 1430.88 feet;

THENCE S01°41'34"W, with the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, a distance of 25.13 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE N85°56'58"E, over and across said 15.710 Acre Tract, a distance of 975.39 feet to a calculated point in the common line of said 15.710 Acre Tract and said a 20.235 Acre Tract, for the northeasterly corner of the herein described tract;

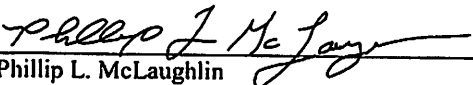
THENCE S27°25'11"W, with the common line of said 15.710 Acre Tract and said 20.235 Acre Tract, a distance of 29.31 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE S85°56'58"W, over and across said 15.710 Acre Tract, a distance of 962.60 feet to a calculated point in the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N01°41'34"E, with the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, a distance of 25.13 feet to the **POINT OF BEGINNING**, containing an area of **0.556 ACRES OF LAND MORE OR LESS.**

Attachments: 11820_GR-WW- ESMT6-EX

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


Phillip L. McLaughlin 08-01-19
Registered Professional Land Surveyor
State of Texas No. 5300



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

EXHIBIT "A"
Page 3 of 3

62.8431 AC
 JEFFERSON TRIANGLE MARINE, L.P.
 (DOC. 2008096315)

LINE	BEARING	DISTANCE
L1	S27°25'11"W	29.31'
L2	N01°41'34"E	25.13'
L3	S27°25'11"W	29.31'
L4	N01°41'34"E	25.13'

5.565 AC.
 DAVID RICE
 (DOC. 2013207877)

15.710 AC.
 KLATT PROPERTIES, LP
 (DOC. 2008204941)

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

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

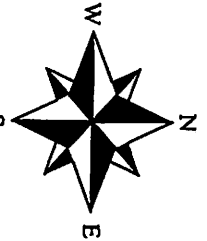
REMAINDER OF 180.83 AC
 ALMA JUANITA MEIER, ET AL
 (VOL. 11376, PG. 676)

KIMBRO ROAD

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

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

SCALE: 1" = 300'



- 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

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT6-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, 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 A 15.710 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO KLATT PROPERTIES, LP IN DOCUMENT NO. 2008204941, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
 SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000

WASTEWATER EASEMENT

DATE: COPY, 2020

GRANTOR: **Klatt Properties, LLC, a Texas limited liability company**

GRANTOR'S MAILING ADDRESS (including County):
4503 River Wood Ct. , Austin, Travis County, Texas 78731

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston, Manor, Travis County, Texas 78653

LIENHOLDER: COPY

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 0.563 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.

COPY

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 0.556 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.

COPY GRANTOR:

KLATT PROPERTIES, LLC
a Texas limited liability company
formerly known as Klatt Properties, LP,
a Texas limited partnership

COPY

By: _____
Ronnie Klatt, Manager

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by Ronnie Klatt, Manager of Klatt Properties, LLC, a Texas limited liability company, in the
capacity and on behalf of said company, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

COPY

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COPY

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2020, 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 there in stated.

COPY

Notary Public, State of Texas

My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 6
TCAD No.: 236977

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

CONSENT OF LIENHOLDER

COPY

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the _____ dated _____, recorded in Document No. _____ 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: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on _____, 201__, by _____ of _____, a _____, on behalf of said _____.

Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 6
TCAD No.: 236977

AFTER RECORDING RETURN TO:

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. Two 2-inch (2") wastewater pressure services (including tap, lateral, gate valve and meter box at the easement line) will be installed by the City or its contractors as part of the Cottonwood Creek Wastewater Collection System Project at no cost to Owner at locations to be specified by Owner prior to commencement of construction of the project.
2. The wastewater connections have the following requirements:
 - a) Two tap fees valued at \$750 each, the impact fee for five (5) living unit equivalents (LUEs) valued at \$3,200 each and any other fees associated with the wastewater connections will be paid by the City in exchange for Owner granting the 0.563 acre Wastewater Easement and 0.556 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 two City wastewater accounts and complete the wastewater connections within one (1) year from the date of execution of the Wastewater Easement.
 - c) Owner agrees to be annexed into the City of Manor at the time application for City wastewater services is submitted.
3. City agrees to provide a commitment to reserve an additional 20 Living Unit Equivalents (LUEs) of wastewater capacity to Owner's 15.71 acre property as more particularly described in Exhibits "C-1" and "C-2".
4. The City agrees to remove and replace the existing fencing located on the east and west property lines as may be 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.
5. The tap fees, impact fees and any other fees associated with the two wastewater connections paid by the City as well as the reservation of 20 additional LUEs are given as consideration for conveying 0.563 acres of wastewater easement and 0.556 acres of temporary construction easement as described in Exhibit "A".
6. 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.:	6 - Klatt Properties, LLC
TCAD No.:	236977



EXHIBIT "C-1"

Page 1 of 2

October 28, 2020

Klatt Properties, LLC
Attn: Ronnie Klatt
4503 River Wood Ct.
Austin, Texas 78731

Re: City of Manor Cottonwood Creek Wastewater Collection System
15.71 Acres Served by Cottonwood Creek Wastewater Collection System

Dear Mr. Klatt:

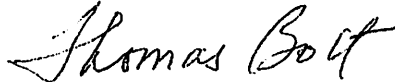
This letter is a commitment by the City of Manor to provide up to a maximum of 20 LUEs (living unit equivalents) of wastewater service capacity to your property comprised of 15.71 acres as identified on the attached Exhibit "C-2" located at 14411 East US 290, Manor, Texas in exchange for your granting a 0.563 acre Wastewater Easement and 0.556 acre Temporary Construction Easement. The 0.563 acre Wastewater Easement and 0.556 acre Temporary Construction Easement are more fully described in the attached Exhibit "A". The proposed 0.563 acre Wastewater Easement is for the purpose of constructing, maintaining and operating a 12-inch wastewater line which will be available to serve the aforementioned 15.71 acres.

The commitment for wastewater service will be available after construction of the 12-inch wastewater line for a period of 5 years from the date the City places the wastewater line in service. The initial term can be extended for an additional 5 years if written request is made to the City of Manor prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 20 living unit equivalents of wastewater service capacity for the 15.71 acre tract.

This provision of wastewater service is contingent upon payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed facilities, as well as compliance with all applicable Federal, State, and City laws, Ordinances, policies, requirements and procedures. Klatt Properties, LLC will be required to design and construct all of the internal site wastewater facilities required to accommodate all proposed development on the 15.71 acres. No further extensions of this service commitment will be granted under this agreement.

The commitment capacity is transferable to subsequent owners of the 15.71 acres provided notice of such transfer is provided to the City not less than thirty (30) days prior to any transfer of the property. The LUE capacity is not transferable to any other property. 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.

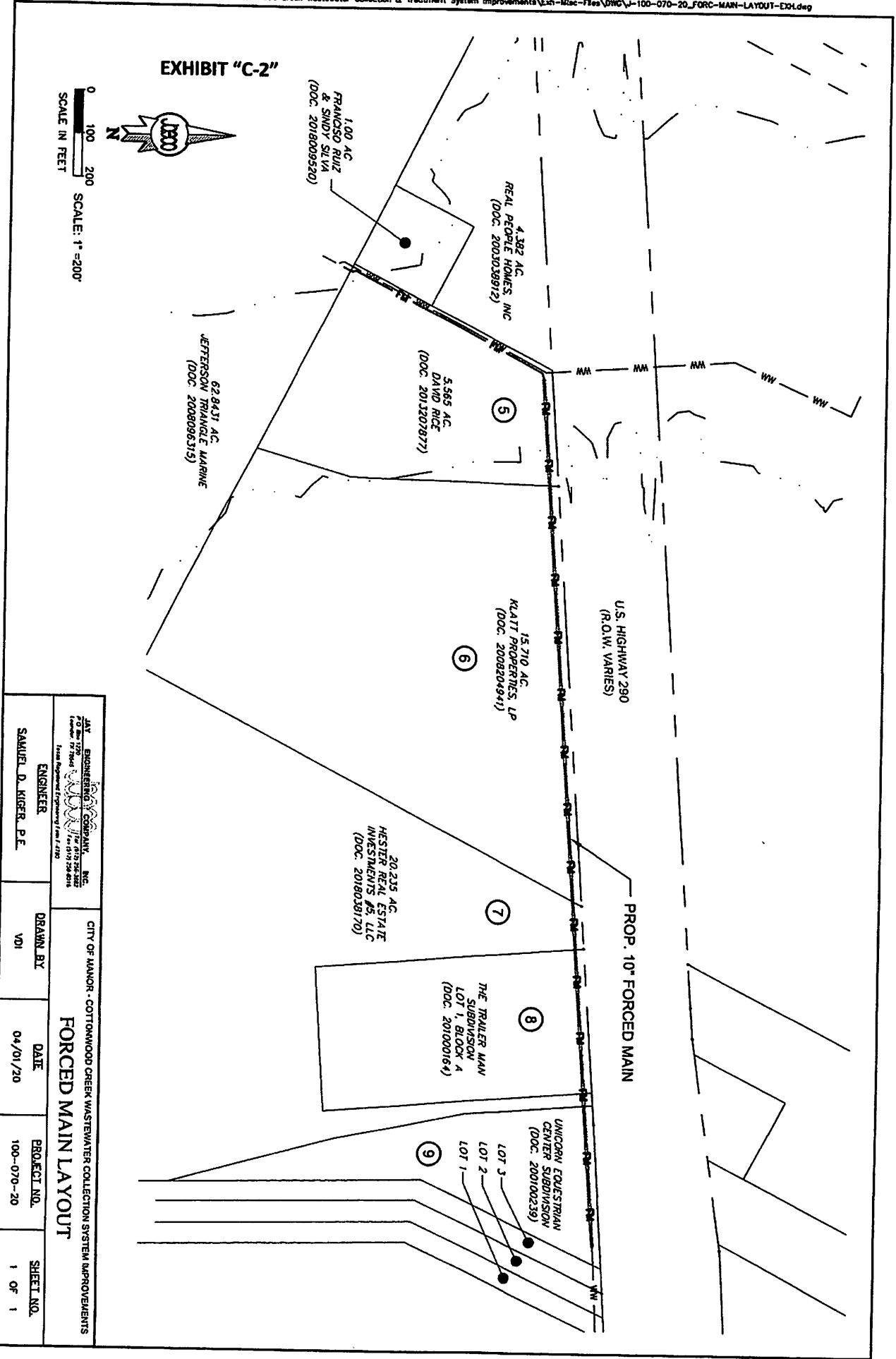
Sincerely,

A handwritten signature in cursive script that reads "Thomas Bolt".

Thomas M. Bolt
City Manager

EXHIBIT "C-2"

0 100 200
 SCALE IN FEET SCALE: 1"=200'



<p> JAY ENGINEERING COMPANY, INC. P.O. Box 71244 Houston, TX 77271 State of Texas Registration No. 17170 </p>		<p> CITY OF MANOR - COTTONWOOD CREEK WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FORCED MAIN LAYOUT </p>	
<p>ENGINEER SAMUEL D. KIGER, P.E.</p>	<p>DRAWN BY VDI</p>	<p>DATE 04/01/20</p>	<p>PROJECT NO. 100-070-20</p>
			<p>SHEET NO. 1 OF 1</p>