

## 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: \$6,850.00** 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.

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 **EXHIBITS "C", "C-1" and "C-2"**.

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 10<sup>th</sup> 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:**

**Krantz Properties, LLC  
a Texas limited liability company**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**James William Krantz**

**Title:** \_\_\_\_\_

**Project: Cottonwood Creek Wastewater Collection System Improvements**  
**Parcel No.: 14**  
**TCAD No.: 236991**

**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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
**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**

**EXHIBIT "A"**





0.425 AC. WASTEWATER EASEMENT  
0.363 AC. TEMPORARY CONSTRUCTION EASEMENT  
KRANTZ PROPERTIES, LLC

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 22.78 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO KRANTZ PROPERTIES, LLC IN DOCUMENT NO. 2008155343 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

**0.425 AC. WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at an iron rod with All Star Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of a 22.682 acre tract, described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas and said 22.78 Acre Tract, for the northwesterly corner of the herein described tract;

**THENCE** N86°47'44"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 22.78 Acre Tract, a distance of 260.00 feet to a calculated point, for the northeasterly corner of the herein described tract, from which a Type 1 TXDOT monument found in the southerly line of said U.S. Highway 290, bears N86°47'44"E, a distance of 575.53 feet;

**THENCE** over and across said 22.78 Acre Tract, the following two (2) courses:

1. S15°37'34"E, a distance of 207.32 feet to a calculated point;
2. S63°48'16"E, a distance of 226.57 feet to an iron rod with RPLS 1847 Cap found in the easterly line of said 22.78 Acre Tract, at the common westerly corner of a 31.08 acre tract, described in a deed of record to Eugene Juby, Et Al, in Volume 7689, Page 811, Deed Records of Travis County, Texas and a 242.07 acre tract, described in a deed of record to Capital Youth Soccer Association, in Document No. 2000012678, Official Public Records of Travis County, Texas;

**THENCE** S27°04'50"W, with the common line of said 242.07 Acre Tract and said 22.78 Acre Tract, a distance of 25.00 feet to a calculated point, for the southeasterly corner of the herein described tract;

**THENCE** over and across said 22.78 Acre Tract, the following three (3) courses:

1. N63°48'16"W, a distance of 237.36 feet to a calculated point;
2. N15°37'34"W, a distance of 193.29 feet to a calculated point;
3. S86°47'44"W, a distance of 254.16 feet to a calculated point in the common line of said 22.682 Acre Tract and said 22.78 Acre Tract, for the southwestly corner of the herein described tract;

**THENCE** N20°28'06"E, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to the **POINT OF BEGINNING**, containing an area of **0.425 ACRES OF LAND MORE OR LESS**.

**0.363 AC. TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

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



**COMMENCING** at an iron rod with All Star Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of a 22.682 acre tract, described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas, and said 22.78 Acre Tract, from which a Type 1 TXDOT monument found in the southerly line of said U.S. Highway 290, bears N86°47'44"E, a distance of 835.53 feet;

**THENCE** S20°28'06"W, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** over and across said 22.78 Acre Tract, the following three (3) courses:

1. N86°47'44"E, a distance of 254.16 feet to a calculated point;
2. S15°37'34"E, a distance of 193.29 feet to a calculated point;
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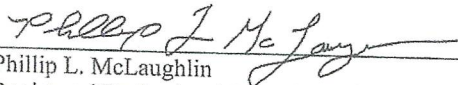
**THENCE** over and across said 22.78 Acre Tract, the following three (3) courses:

1. N63°48'16"W, a distance of 248.15 feet to a calculated point;
2. N15°37'34"W, a distance of 189.49 feet to a calculated point;
3. S86°47'44"W, a distance of 241.74 feet to a calculated point in the common line of said 22.682 Acre Tract and said 22.78 Acre Tract, for the southwestly corner of the herein described tract;

**THENCE** N20°28'06"E, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 21.84 feet to the **POINT OF BEGINNING**, containing an area of **0.363 ACRES OF LAND MORE OR LESS**.

Attachments: 18280\_GR-WW-ESMT14-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



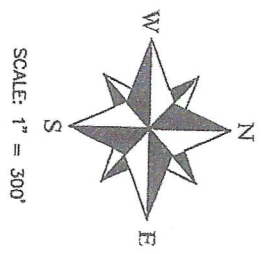
1805 Ouida Drive, Austin, TX 78728  
Phone (512)267-7430 • Fax (512)836-8385



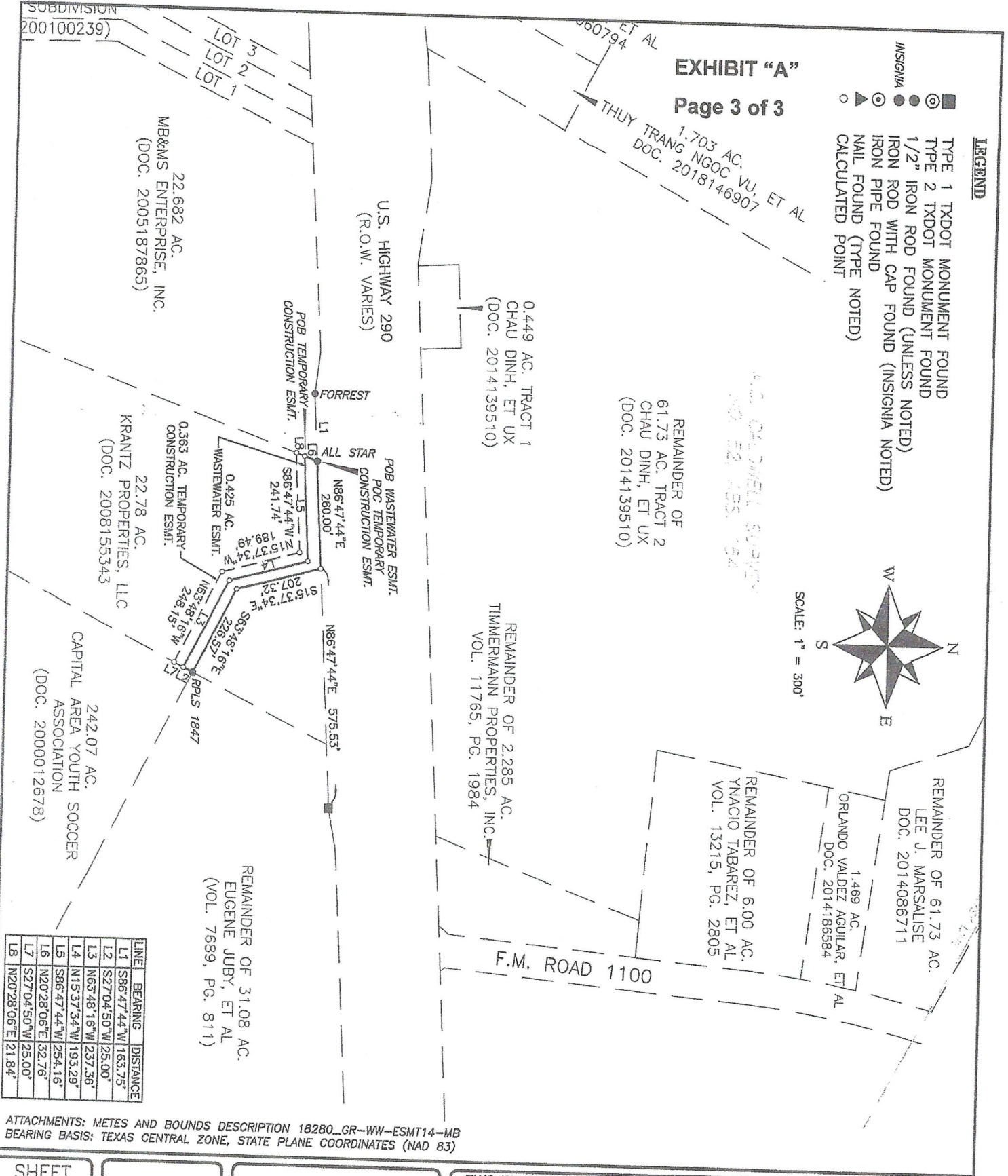
**EXHIBIT "A"**

Page 3 of 3

- 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



SCALE: 1" = 300'



LINE	BEARING	DISTANCE
L1	S86°47'44"W	163.75'
L2	S27°04'50"W	25.00'
L3	N63°46'16"W	237.36'
L4	N15°37'34"W	193.29'
L5	S86°47'44"W	254.16'
L6	N20°28'06"E	32.76'
L7	S27°04'50"W	25.00'
L8	N20°28'06"E	21.84'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280\_GR-WW-ESMT14-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 22.78 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO KRANTZ PROPERTIES, LLC IN DOCUMENT NO. 2008155343 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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

**EXHIBIT "B"**

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: \_\_\_\_\_, 2021

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

GRANTOR'S MAILING ADDRESS (including County):  
**14807 US Highway 290 E, Manor, Travis County, Texas 78653-4513**

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 varying width wastewater easement, containing 0.425 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, fencing, 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.

- a. The "Krantz Select Woods" on-premises sign may remain within the Wastewater Easement. The parties acknowledge and agree that the existing on-premises sign is a nonconforming sign. Any future modifications to the on-premises sign would trigger compliance with the City's current sign regulations contained in Article 15.04 of the City of Manor, Code of Ordinances. During construction of the wastewater line, the contractor will bore under the "Krantz Select Woods" on-premises sign. The City or its contractor will be responsible for any damage to the on-premises sign as a result of the construction of the wastewater line across Grantor's property.
  - b. Grantor agrees to remove the "antique truck" outside of the Wastewater Easement and Temporary Construction Easement areas during construction. The City agrees that the "antique truck" may be parked within the Property after construction of the wastewater line as long as Grantor agrees to move the "antique truck" if the City requires access to the Property for maintenance of the wastewater line.
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 varying width temporary work and construction easement, containing 0.363 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:**

**KRANTZ PROPERTIES, LLC**  
**a Texas limited liability company**

By: \_\_\_\_\_  
James William Krantz

Title: \_\_\_\_\_

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by James William Krantz, \_\_\_\_\_ of Krantz Properties, LLC, a Texas limited liability company, 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

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**Project Name:** Cottonwood Creek Wastewater Collection System Improvements  
**Parcel Nos.:** 14  
**TCAD No.:** 236991

**AFTER RECORDING RETURN TO:**

City of Manor  
105 E. Eggleston  
Manor, Texas 78653

**CONSENT OF LIENHOLDER**

**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 September 18, 2008, recorded in Document No. 2008155344 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 \_\_\_\_\_, 2020, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

**Project Name:** Cottonwood Creek Wastewater Collection System Improvements  
**Parcel Nos.:** 14 – Krantz Properties, LLC  
**TCAD No.:** 236991

**AFTER RECORDING RETURN TO:**

City of Manor  
105 E. Eggleston  
Manor, Texas 78653



**Exhibit "A"**



0.425 AC. WASTEWATER EASEMENT  
0.363 AC. TEMPORARY CONSTRUCTION EASEMENT  
KRANTZ PROPERTIES, LLC

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 22.78 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO KRANTZ PROPERTIES, LLC IN DOCUMENT NO. 2008155343 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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**THENCE** N86°47'44"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 22.78 Acre Tract, a distance of 260.00 feet to a calculated point, for the northeasterly corner of the herein described tract, from which a Type 1 TXDOT monument found in the southerly line of said U.S. Highway 290, bears N86°47'44"E, a distance of 575.53 feet;

**THENCE** over and across said 22.78 Acre Tract, the following two (2) courses:

1. S15°37'34"E, a distance of 207.32 feet to a calculated point;
2. S63°48'16"E, a distance of 226.57 feet to an iron rod with RPLS 1847 Cap found in the easterly line of said 22.78 Acre Tract, at the common westerly corner of a 31.08 acre tract, described in a deed of record to Eugene Juby, Et Al, in Volume 7689, Page 811, Deed Records of Travis County, Texas and a 242.07 acre tract, described in a deed of record to Capital Youth Soccer Association, in Document No. 2000012678, Official Public Records of Travis County, Texas;

**THENCE** S27°04'50"W, with the common line of said 242.07 Acre Tract and said 22.78 Acre Tract, a distance of 25.00 feet to a calculated point, for the southeasterly corner of the herein described tract;

**THENCE** over and across said 22.78 Acre Tract, the following three (3) courses:

1. N63°48'16"W, a distance of 237.36 feet to a calculated point;
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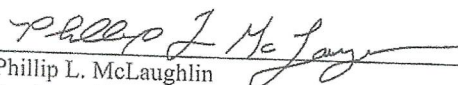
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Attachments: 18280\_GR-WW-ESMT14-EX

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



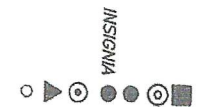
1805 Ouida Drive, Austin, TX 78728  
Phone (512)267-7430 • Fax (512)836-8385



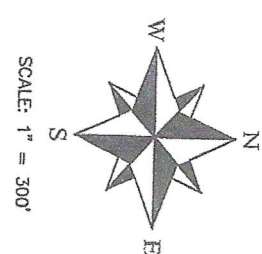
SUBDIVISION  
200100239)

**EXHIBIT "A"**

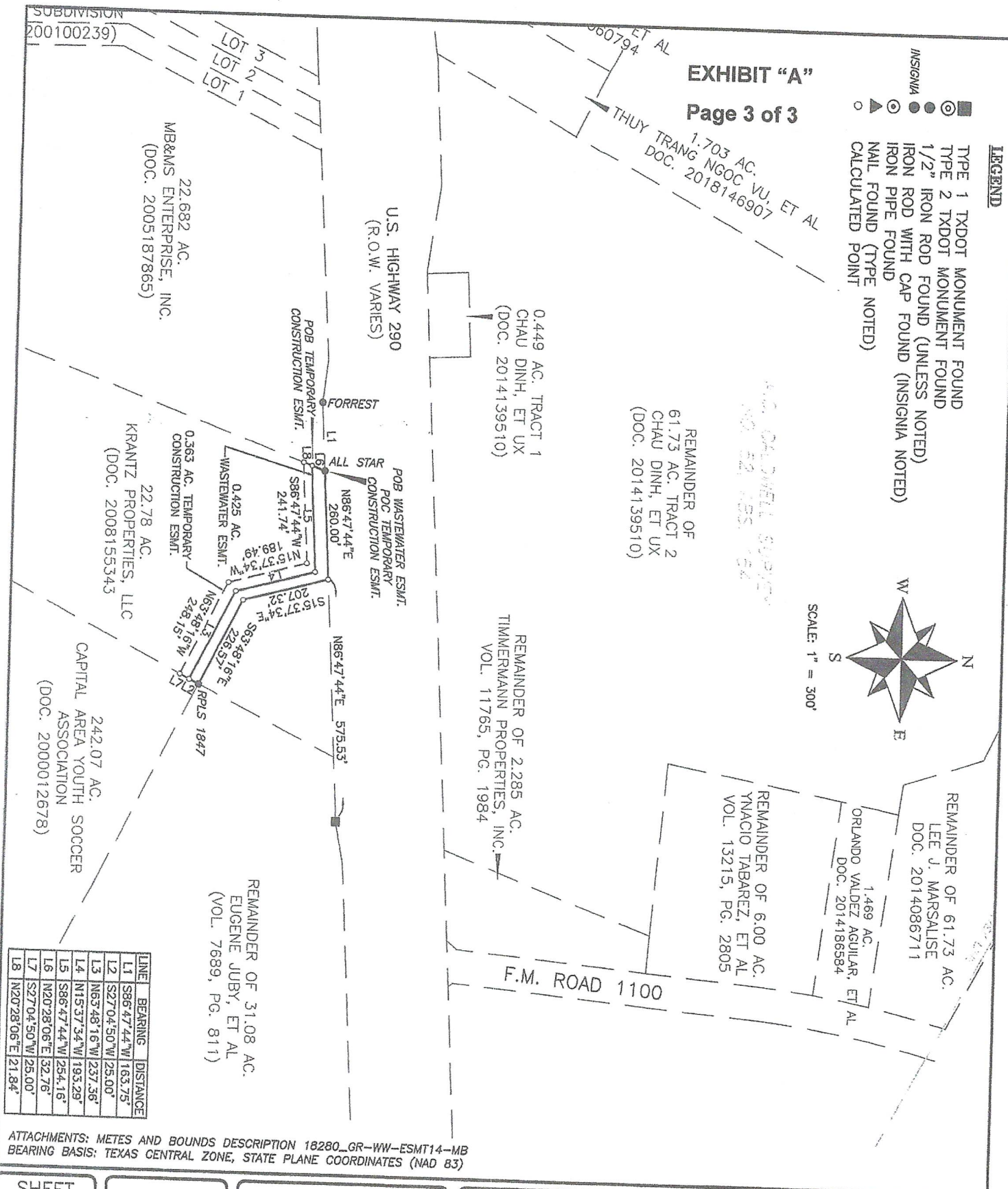
Page 3 of 3



**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



SCALE: 1" = 300'



LINE	BEARING	DISTANCE
L1	S86°47'44"W	163.75'
L2	S27°04'50"W	25.00'
L3	N63°48'16"W	237.36'
L4	N15°37'34"W	193.29'
L5	S86°47'44"W	254.16'
L6	N20°28'06"E	32.76'
L7	S27°04'50"W	25.00'
L8	N20°28'06"E	21.84'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280\_GR-WW-ESMT14-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:\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 22.78 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO KRANTZ PROPERTIES, LLC IN DOCUMENT NO. 2008155343 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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

## EXHIBIT "C"

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

1. City agrees to provide a commitment to reserve 45 Living Unit Equivalents (LUEs) of wastewater capacity to Owner's 22.78 acre property and Owner agrees to submit a voluntary annexation petition to City in order for the City to annex Owner's 22.78 acre property into the City of Manor at such time Owner is ready to utilize the reserved LUEs for development of Owner's property as more particularly described in the Development Agreement attached as Exhibit "D".
2. City will not require Owner to connect to wastewater line unless Owner takes an action requiring a permit, subdivision of site or site development plan. If a permit is required for expansion to existing facility or for new facility, then City will require that Owner connect to the wastewater line for the permitted improvements/expansion of facilities.
3. The City or its contractors agree to remove and replace the existing fencing located on the west and east property lines 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 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.:** 14  
**TCAD No.:** 236991  
**Owner Name:** Krantz Properties, LLC



**Exhibit "D"**

STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§

## DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered between the City of Manor, Texas (the "City") and Krantz Properties, LLC (the "Owner"). The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") attached hereto and incorporated herein as if fully set forth;

**WHEREAS**, the City has agreed to reserve up to a maximum of 45 LUEs (living unit equivalents) of wastewater service capacity to the Property;

**WHEREAS**, the Owner desires to have reserved for the Property 45 LUEs and remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement and the granting of a wastewater easement;

**WHEREAS**, pursuant to Section 212.172, Texas Local Government Code, the parties agree that the Property will be annexed at such time that the Owner seeks to receive water and/or wastewater service from the City; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

### **Section 1. Incorporation of Recitals and Extraterritorial Jurisdiction Status of Property.**

(a) The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if fully set forth herein.

(b) The Parties agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ"). The Parties further agree that the Property shall not be annexed and remain in the City's ETJ, subject to the terms and conditions of this Agreement.

### **Section 2. City's and Owner's Obligations.**

(a) In consideration of the City's agreement to reserve 45 LUEs for the Property, the City covenants and agrees to the following:

- (1) In the event that Owner acquires any of the properties outlined in yellow in the attached Exhibit "B" identified as MB&MS Enterprise, Eugene Juby, et al, Capital Area Youth Soccer Association and/or Lot 3, Unicorn Equestrian Center Subdivision within five (5) years from the date of execution of this Agreement, then the acquired property can be included in, but not in addition to, the City's

commitment to provide up to a maximum of 45 LUEs of wastewater service capacity. The same terms and conditions will apply to the adjoining property acquired by Owner as applicable to the Property.

- (2) The proposed wastewater easement being granted by Owner by separate instrument is for the purpose of constructing, maintaining and operating a 12-inch wastewater line which will be available to serve the Property.
- (3) The commitment for wastewater service by the City to Owner's Property will be available after construction of the 12-inch wastewater line for a period of five (5) years from the date the City places the wastewater line in service. The initial term can be extended for an additional five (5) years if a written request is made by the Owner to the City prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 45 LUEs of wastewater service capacity for the Property.
- (4) The City's commitment to providing wastewater service to the Property is contingent upon Owner's voluntary annexation into the City of Manor, payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed wastewater facilities, as well as compliance with all applicable Federal, State, and City laws, Ordinances, policies, requirements and procedures.
- (5) If the Owner is only connecting to the City's wastewater service for the existing structure, the City will not require alterations to the existing structure that would trigger a permit, subdivision of site or site development plan as part of the wastewater service connection. Owner is required to submit a permit, subdivision of site or site development plan for an action to expand or add to the existing structure or construction of a separate structure.
- (6) No further extensions of this service commitment will be granted under this Agreement.
- (7) The commitment capacity is transferable to subsequent owners of the Property provided that notice of such transfer is provided to the City Council not less than thirty (30) days prior to any transfer of the property.
- (8) The LUE capacity is not transferable to any other property except as provided in subsection (a)(1) above and Exhibit "B". 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.

(b) In consideration of the Owner's agreement to grant the City a wastewater easement and to annex the Property, the Owner covenants and agrees to the following:

- (1) Owner agrees to sign a petition or request for voluntary annexation into the City at



the time that water and/or wastewater service is requested.

- (2) In order to receive wastewater service, Owner agrees that Owner will be required to design and construct all of the internal site wastewater facilities required to accommodate all proposed development on the Property in compliance with all applicable City codes and ordinances. Owner agrees that a life-safety inspection of the internal wastewater facilities with the City and Fire Department is suggested and recommended by the City.
- (3) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.

### **Section 3. Development and Annexation of Property.**

(a) The following occurrences shall be deemed the Owner's request to that the City annex the Property into the City's corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:

- (1) An application or request for water and/or wastewater service by Owner.
- (2) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
- (3) The filing for voluntary annexation of the Property into the City by the Owner.
- (4) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Term.** The term of this Agreement (the "Term") is five (5) years from the Effective Date, with an automatic five (5) year extension if Owner submits a notice pursuant to Section 2.(a)(3).

**Section 5. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

### **Section 6. Authorization.**

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 7. Notice.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor  
Attn: City Manager  
105 E. Eggleston  
P.O. Box 387  
Manor, Texas 78653

with copy to:

Paige H. Saenz  
The Knight Law Firm, LLP  
223 West Anderson Lane, #A105  
Austin, Texas 77852

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 8. Covenant Running with the Land.** This Agreement shall constitute a covenant that runs with the Property and is binding on future Owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not



trigger a request for voluntary annexation unless there is an occurrence under Section 3.(a).

**Section 9. Conveyance of the Property.**

(a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless there is an occurrence under Section 3.(a).

(b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City Council consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation of said portion of the Property on terms agreeable to the City.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 15. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 16. Venue and Applicable Law.** Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*[signature pages follow]*

**Owner (s)**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**STATE OF TEXAS** §  
**COUNTY OF** \_\_\_\_\_ §

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document 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

**STATE OF TEXAS** §  
**COUNTY OF** \_\_\_\_\_ §

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document 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

**CITY OF MANOR, TEXAS**  
a Texas municipal corporation

By: \_\_\_\_\_  
Dr. Larry Wallace, Jr., Mayor

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

**STATE OF TEXAS                    §**  
**COUNTY OF TRAVIS               §**

**BEFORE ME** the undersigned authority on this day personally appeared Dr. Larry Wallace, Jr., Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 RETURN TO:**

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

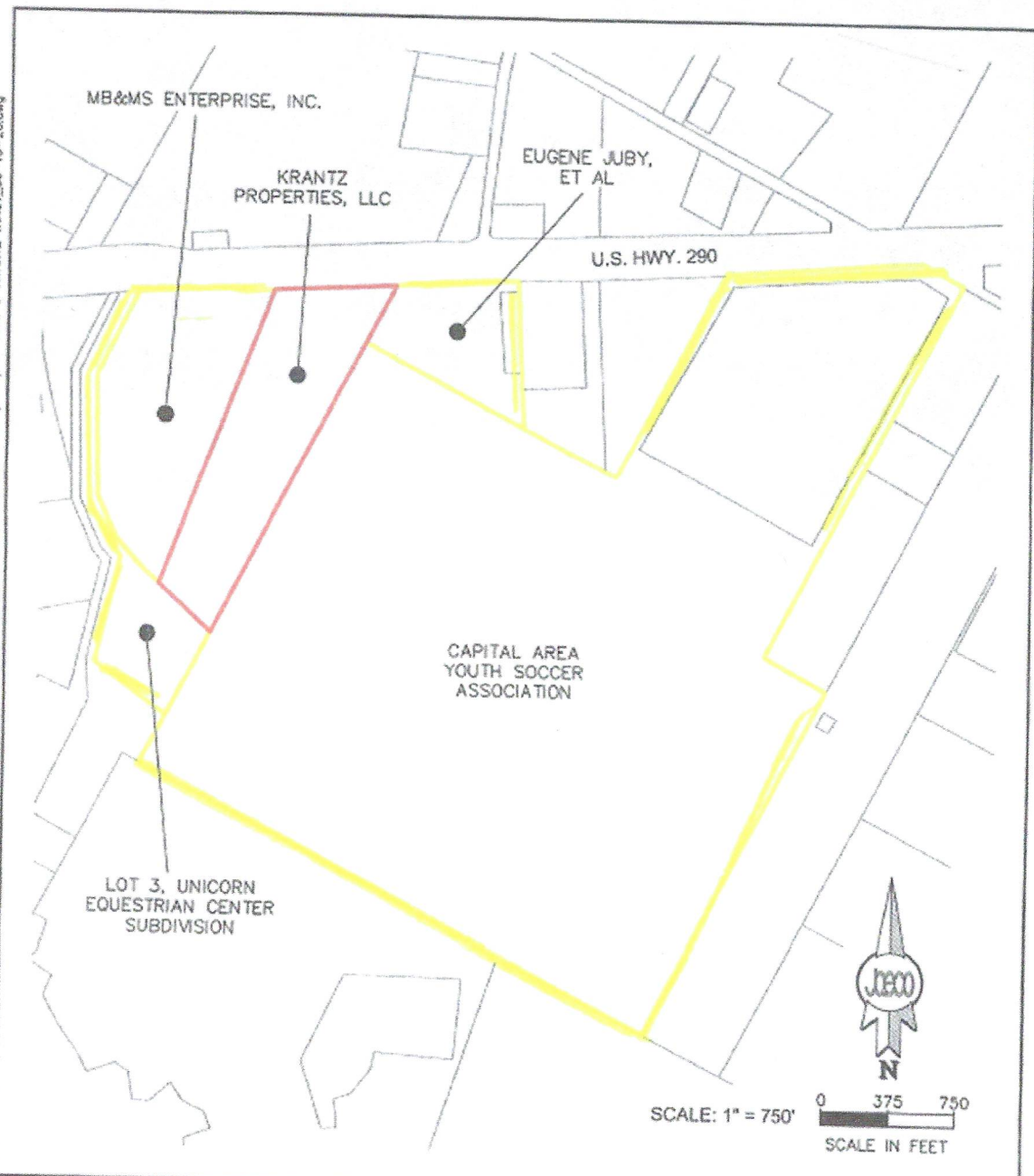


**EXHIBIT "A"**  
**Description of the Property**

A 22.78 acre tract of land, more or less, described in a deed of record to Krantz Properties, LLC in Document No. 2008155343 of the Official Public Records of Travis County, Texas.

**EXHIBIT "B"**

PLOT DATE: 6/19/2020 1:19 PM  
 USER: Vborra  
 FILE: D:\Projects\100 - City Of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\EXH-100070-KRANTZ TRACT\_06-19-20.dwg



<b>JAY ENGINEERING COMPANY, INC.</b> <small>P.O. Box 1220          Lancaster, TX 76648          Texas Registered Engineering Firm #4728</small>		CITY OF MANOR - COTTONWOOD CREEK COLLECTION SYSTEM IMPROVEMENTS <b>KRANTZ PROPERTY EXHIBIT</b>		
<b>ENGINEER</b> SAMUEL D. KIGER, P.E.	<b>DRAWN BY</b> VDI	<b>DATE</b> 06/19/20	<b>PROJECT NO.</b> 100-070-20	<b>SHEET NO.</b> 01 OF 01