

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 Utility Easement to the City of Manor, herein called the City, a 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 those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted 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: \$20,279.00 shall be paid by the City for the permanent and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained.

Owner agrees to convey to the City permanent and temporary 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 Utility Easement in the form and substance as the attached instruments shown as **EXHIBIT "B"**.

Owner and the City will finalize the transaction by closing on or before sixty (60) 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 Utility Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Utility Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs, if any.

The City agrees to pay to Owner, upon delivery of the properly executed Utility 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.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

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 price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

Owner and the City agree that said permanent and temporary easement property 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

SELLER:

**TERRELL TIMMERMANN FARMS, LP,
A Texas limited partnership**

**By: Timmermann GP, LLC,
A Texas limited liability company
As its General Partner**

By: *Geraldine Timmermann*
Geraldine Timmermann, Manager

By: *Barth Timmermann*
Barth Timmermann, Manager

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 5
TCAD Tax ID: 236859

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



1.179 AC. WATER LINE EASEMENT
0.294 AC. TEMPORARY CONSTRUCTION EASEMENT
TERRELL TIMMERMANN FARMS, 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 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1.179 AC. WATER LINE EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the westerly line of a 52.7158 acre tract described in a deed of record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas, same being the easterly line of said 29.764 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 47.71 feet to an iron rod with illegible cap found the northerly line of U.S. Highway 290 (R.O.W. varies), at the common southerly corner of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 29.764 Acre Tract, passing at a distance of 668.54 feet, a Type 1 TXDOT monument found and continuing for a total distance of 1280.85 feet to a calculated point, for the southwesterly corner of said 29.764 Acre Tract and the herein described tract;

THENCE N27°39'32"E, with the westerly line of said 29.764 Acre Tract, passing at a distance of 31.33 feet, an iron rod with "Bury and Partners" Cap found in the easterly line of Paseo De Presidente Blvd. (90' R.O.W.), dedicated by plat of Presidential Glen, Phase 1A, a subdivision of record in Document No. 200700238, Official Public Records of Travis County, Texas, at the most southerly corner of Lot 4, Block KK of said Presidential Glen, Phase 1A and continuing for a total distance of 59.76 feet to a calculated point in the common line of said Lot 4 and said 29.764 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

1. S49°03'03"E, a distance of 15.34 feet to a calculated point;
2. N85°56'57"E, a distance of 1264.61 feet to the **POINT OF BEGINNING**, containing an area of **1.179 ACRES OF LAND MORE OR LESS.**

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

BEGINNING at a calculated point in the westerly line of said 52.7158 Acre Tract same being the easterly line of said 29.764 Acre Tract, at the northeasterly corner of the herein described 1.179 Acre Water Line Easement Tract, for the southeasterly corner of the herein described tract;



THENCE over and across said 29.764 Acre Tract, with the northerly line of said 1.179 Acre Water Line Easement Tract, the following two (2) courses:

1. S85°56'57"W, a distance of 1264.61 feet to a calculated point;
2. N49°03'03"W, a distance of 15.34 feet to a calculated point in the easterly line of said Lot 4, and the westerly line of said 29.764 Acre Tract, at the northwesterly corner of said 1.179 Acre Water Line Easement Tract, for the southwesterly corner of the herein described tract;

THENCE N27°39'32"E, with the common line of said 29.764 Acre Tract and said Lot 4, a distance of 11.39 feet to a calculated point, for the northwesterly corner of the herein described tract;

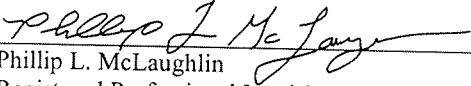
THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

1. S49°03'03"E, a distance of 14.89 feet to a calculated point;
2. N85°56'57"E, a distance of 1265.44 feet to a calculated point in the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 11.93 feet to the **POINT OF BEGINNING**, containing an area of **0.294 ACRES OF LAND MORE OR LESS**.

Attachments: 20193_GR-WLE3-EX

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


Phillip L. McLaughlin 07-13-20
Registered Professional Land Surveyor
State of Texas No. 5300



PASEO DE PRESIDENTE BLVD.
(90' R.O.W.)
PRESIDENTIAL GLEN,
PHASE 1A
DOC. 200700238

LOT 4
BLOCK KK

29.764 AC.
CONVEYED TO TERRELL
TIMMERMANN FARMS, LP
DOC. 2017174181
DESCRIBED IN
DOC. 2012174357

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

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

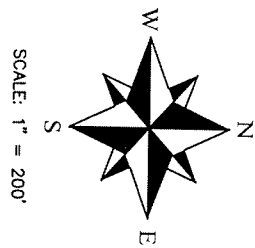
0.294 AC. TEMPORARY
CONSTRUCTION ESMT.
N85°56'57"E 1265.44'
N85°56'57"E 1264.61'
612.31'
668.54'
S85°56'57"W 1280.85'
1.179 AC. WATER LINE ESMT.

52.7158 AC
TERRELL TIMMERMANN
DOC. 2011144639

- LEGEND**
- B&P
 - IRON ROD WITH BURY & PARTNERS CAP FOUND
 - IRON ROD WITH ILLEGIBLE CAP FOUND
 - TYPE 1 TXDOT MONUMENT FOUND
 - CALCULATED POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S28°59'13"W	47.71'
L2	N27°39'32"E	31.33'
L3	N27°39'32"E	28.43'
L4	S49°03'03"E	15.34'
L5	N27°39'32"E	11.39'
L6	S49°03'03"E	14.89'
L7	S28°59'13"W	11.93'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20193_GR-WLE3-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 20193
FILE: L:\20193_GR-ESMT BASE
DATE: JULY 13, 2020

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 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, 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

COPY

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.

Page 1 of 5

UTILITY EASEMENT

COPY

DATE: _____, 2021

GRANTOR: **Terrell Timmermann Farms, L.P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):
501 Vale Street, Austin, Travis County, Texas 78746

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 utility easement, containing 1.179 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 water mains, lines and pipes, and the supplying of water or other such utility services in, upon, under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached hereto (the "Utility Easement").

COPY

This Utility 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, parking, drainage, landscaping and signage on, in, under, over and across the Property, and to dedicate and grant public or private easements for such purposes, 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 Utility 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.

The covenants and terms of this 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.

In addition, **GRANTOR, FOR THE CONSIDERATION** paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a temporary work and construction easement ("Temporary Work Easement") for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of a water lines, piping, pumps, and other facilities necessary for the supplying of water 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 ten foot (10') wide temporary construction easement containing 0.294 acres as described in Exhibit "A", attached hereto and incorporated herein for all purposes.

(hereinafter the "PROPERTY"), together with the right and privilege at any and all times, while this temporary 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 Easement shall terminate and expire. Notwithstanding the foregoing, if the Temporary Work Easement has not expired previously, the Temporary Work Easement shall automatically expire on December 31, 2022.

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**

COPY

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:

Terrell Timmermann Farms, L. P.
a Texas limited partnership

By: Timmermann GP, LLC,
a Texas limited liability company,
as General Partner

By: _____
Geraldine Timmermann, Manager

By: _____
Barth Timmermann, Manager

ACCEPTED:

GRANTEE: City of Manor, Texas:

COPY

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

COPY

This instrument was acknowledged before me on this ____ day of _____, 2021, by Geraldine Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Terrell Timmermann Farms, L. P. , a Texas limited partnership, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Terrell Timmermann Farms, L. P. , a Texas limited partnership, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

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 _____, 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.

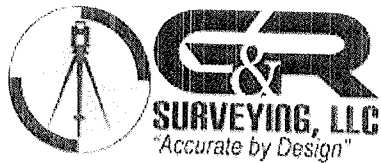
COPY

Notary Public, State of Texas
My commission expires: _____

Project Name: East US 290 Water Line CIP W-17
Parcel No. 5
TCAD No. 236859

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

COPY



1.179 AC. WATER LINE EASEMENT
0.294 AC. TEMPORARY CONSTRUCTION EASEMENT
TERRELL TIMMERMANN FARMS, 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 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 47.71 feet to an iron rod with illegible cap found the northerly line of U.S. Highway 290 (R.O.W. varies), at the common southerly corner of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 29.764 Acre Tract, passing at a distance of 668.54 feet, a Type 1 TXDOT monument found and continuing for a total distance of 1280.85 feet to a calculated point, for the southwesterly corner of said 29.764 Acre Tract and the herein described tract;

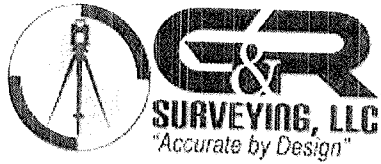
THENCE N27°39'32"E, with the westerly line of said 29.764 Acre Tract, passing at a distance of 31.33 feet, an iron rod with "Bury and Partners" Cap found in the easterly line of Paseo De Presidente Blvd. (90' R.O.W.), dedicated by plat of Presidential Glen, Phase 1A, a subdivision of record in Document No. 200700238, Official Public Records of Travis County, Texas, at the most southerly corner of Lot 4, Block KK of said Presidential Glen, Phase 1A and continuing for a total distance of 59.76 feet to a calculated point in the common line of said Lot 4 and said 29.764 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

1. S49°03'03"E, a distance of 15.34 feet to a calculated point;
2. N85°56'57"E, a distance of 1264.61 feet to the **POINT OF BEGINNING**, containing an area of **1.179 ACRES OF LAND MORE OR LESS.**

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

BEGINNING at a calculated point in the westerly line of said 52.7158 Acre Tract same being the easterly line of said 29.764 Acre Tract, at the northeasterly corner of the herein described 1.179 Acre Water Line Easement Tract, for the southeasterly corner of the herein described tract;



THENCE over and across said 29.764 Acre Tract, with the northerly line of said 1.179 Acre Water Line Easement Tract, the following two (2) courses:

1. S85°56'57"W, a distance of 1264.61 feet to a calculated point;
2. N49°03'03"W, a distance of 15.34 feet to a calculated point in the easterly line of said Lot 4, and the westerly line of said 29.764 Acre Tract, at the northwesterly corner of said 1.179 Acre Water Line Easement Tract, for the southwesterly corner of the herein described tract;

THENCE N27°39'32"E, with the common line of said 29.764 Acre Tract and said Lot 4, a distance of 11.39 feet to a calculated point, for the northwesterly corner of the herein described tract;

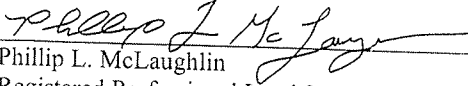
THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

1. S49°03'03"E, a distance of 14.89 feet to a calculated point;
2. N85°56'57"E, a distance of 1265.44 feet to a calculated point in the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 11.93 feet to the **POINT OF BEGINNING**, containing an area of **0.294 ACRES OF LAND MORE OR LESS**.

Attachments: 20193_GR-WLE3-EX

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

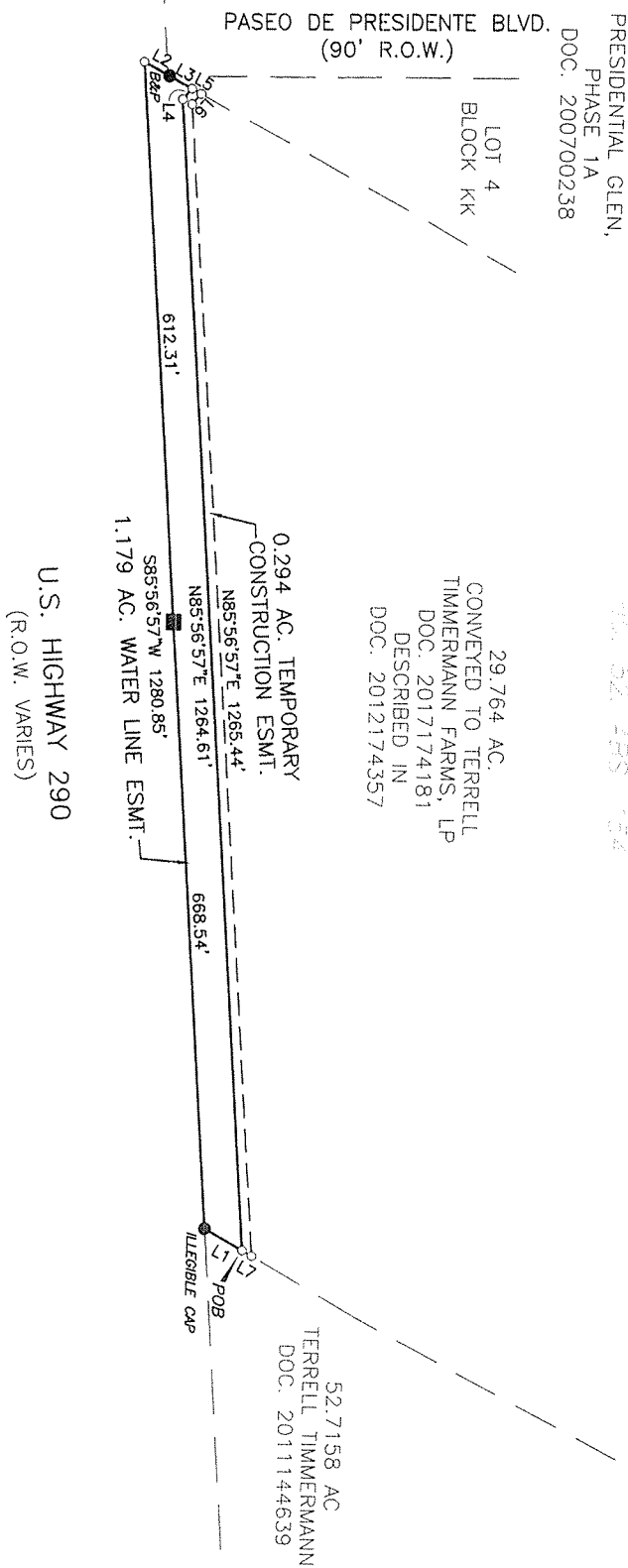
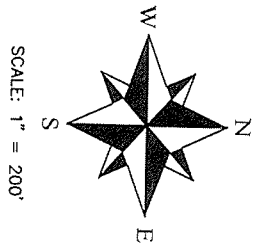

Phillip L. McLaughlin 07-13-20
Registered Professional Land Surveyor
State of Texas No. 5300



- LEGEND**
- B&P ILLIBLE
 - IRON ROD WITH BURY & PARTNERS CAP FOUND
 - IRON ROD WITH ILLIBLE CAP FOUND
 - TYPE 1 TXDOT MONUMENT FOUND
 - CALCULATED POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S28°59'13"W	47.71'
L2	N27°39'32"E	31.33'
L3	N27°39'32"E	28.43'
L4	S49°03'03"E	15.34'
L5	N27°39'32"E	11.39'
L6	S49°03'03"E	14.89'
L7	S28°59'13"W	11.93'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20193_GR-WLE3-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 20193
FILE: L:\20193_GR-ESMT BASE
DATE: JULY 13, 2020

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 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, 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