



Dr. Larry Wallace Jr., Mayor
Dr. Christopher Harvey, Mayor Pro Tem, Place 3
Emily Hill, Place 1
Anne Weir, Place 2
Sonia Wallace, Place 4
Deja Hill, Place 5
Gene Kruppa, Place 6

City Council Regular Meeting

Wednesday, July 07, 2021 at 7:00 PM

Manor City Hall, Council Chambers, 105 E. Eggleston St.

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

*Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register and submit the speaker card following the instructions for public speaking above. **No Action May be Taken by the City Council During Public Comments.***

REPORTS

Reports about items of community interest on which no action will be taken.

- A. CapMetro**
Submitted by: Mayor Pro Tem Harvey
- B. Education Committee**
Submitted by: Council Member Emily Hill
- C. Capital Improvement Committee**
Submitted by: Council Member Gene Kruppa
- D. Community Collaborative Committee**
Submitted by: Mayor Wallace
- E. Economic Development Committee**
Submitted by: Mayor Pro Tem Harvey
- F. Health Care Committee**
Submitted by: Council Member Anne Weir
- G. Public Safety Committee**
Submitted by: Chief Phipps

H. Community Advisory Committee

Submitted by: Chief Phipps

I. Emergency Management Committee

Submitted by: Chief Phipps

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

1. Consideration, discussion, and possible action to approve the City Council Minutes of the June 16, 2021, City Council Regular Meeting.

Submitted by: Lluvia T. Almaraz, City Secretary

EXECUTIVE SESSION

The City Council will now Convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor RV Park, LLC v. City of Manor, ET AL; and*
- Section 551.074 Personnel Matters – Interview Candidates for appointments to the Planning and Zoning Commission for Place No's. 2 and 5.*

OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

REGULAR AGENDA

2. Consideration, discussion, and possible action on the Development Agreement (EntradaGlen).

Submitted by: Scott Dunlop, Development Services Director

3. Consideration, discussion, and possible action on the Third Amendment to Development Agreement for the ShadowGlen Subdivision.

Submitted by: Scott Dunlop, Development Services Director

4. Consideration, discussion, and possible action on the First Amendment to the Development Agreement for the Design and Construction of Water and Wastewater Line Improvements.

Submitted by: Thomas Bolt, City Manager

5. Consideration, discussion, and possible action on an ordinance amending Article 1.06 Officers, Employees and Departments to add Division 4. City Attorney to include specific powers and duties for the City Attorney.

Submitted by: Paige Saenz, City Attorney

6. Consideration, discussion, and possible action on a Resolution in support of the coalition of Mayors Against Illegal Guns.

Submitted by: Mayor Wallace

7. Second and Final Reading: Consideration, discussion, and possible action on an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

Submitted by: Scott Dunlop, Development Services Director

8. Consideration, discussion, and possible action on the appointment of three (3) HealthCare Committee Council Members; and Chairperson to serve a one-year term.

Submitted by: Dr. Larry Wallace Jr., Mayor

9. Consideration, discussion, and possible action on the appointment of three (3) Economic Development Committee Council Members; and Chairperson to serve a one-year term.

Submitted by: Dr. Larry Wallace Jr., Mayor

EXECUTIVE SESSION

The City Council will now Convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

- Section 551.074 (Personnel Matters) Texas Government Code, to deliberate the employment of the City Manager.

OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

CONFLICT OF INTEREST

In accordance with Section 12.04 (Conflict of Interest) of the City Charter, “No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest.”

Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, July 2, 2021, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, TRMC
City Secretary for the City of Manor, Texas

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the June 16, 2021, City Council Regular Meeting.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- June 16, 2021, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the City Council Minutes of the June 16, 2021, City Council Regular Meeting.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



**CITY COUNCIL
REGULAR SESSION MINUTES
JUNE 16, 2021**

PRESENT:

Dr. Larry Wallace Jr., Mayor (Arrived at 7:11 p.m.)

COUNCIL MEMBERS:

Dr. Christopher Harvey, Mayor Pro Tem, Place 3
Emily Hill, Place 1
Anne Weir, Place 2
Sonia Wallace, Place 4
Deja Hill, Place 5
Gene Kruppa, Place 6 (Absent)

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Scott Dunlop, Development Services Director
Debbie Charbonneau, Heritage and Tourism Manager
Michael Tuley, Director of Public Works
Tracey Vasquez, HR Manager
Paige Saenz, City Attorney
Brad Bullock, Litigation Attorney
Zach Sperry, P.E., Business Development Manager (GBA)

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Pro Tem Harvey at 7:03 p.m. on Wednesday, June 16, 2021.

PLEDGE OF ALLEGIANCE

At the direction of Mayor Pro Tem Harvey, Council Member Wallace, led the Pledge of Allegiance.

EVENTS/ANNOUNCEMENTS

- A. Juneteenth Celebration – Saturday, June 19th, 10:00 am - 12:00 pm, Jennie Lane Park**
Submitted by: Debbie Charbonneau, Heritage and Tourism Manager

Heritage and Tourism Manager Charbonneau briefly spoke on the Juneteenth Celebration and invited everyone to attend the event.

- B. July 4th Celebration - Sunday, July 4th, 7 - 10:00 pm, Manor Senior High School**
Submitted by: Debbie Charbonneau, Heritage and Tourism Manager

Heritage and Tourism Manager Charbonneau briefly spoke on the July 4th Celebration and invited everyone to attend the event.

- C. TML 109th Annual Conference, October 6-8, 2021, Houston, Texas**
Submitted by: Lluvia T. Almaraz

City Secretary Almaraz reminded City Council on the upcoming TML Annual Conference in Houston, Texas. She also stated that the City of Manor would be hosting a TML Region 10 meeting on the first day of the seminar starting at 5:00 p.m.

PUBLIC COMMENTS

Manuel DaSilva with Manor Bocce League introduced himself and spoke in regard to the Manor Bocce League. He discussed future Bocce League Tournaments that would be coming into Manor. He is requesting for the city to help on the maintenance of the Bocce lanes at Timmermann Park and also requesting public restrooms for the park.

Development Services Director Dunlop announced that the new website was live for the Manor Comprehensive Plan Destination 2050 www.manor2050.com.

There were no other public comments.

PUBLIC HEARINGS

- 1. Public Hearing: Conduct a public hearing on amendments to the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.** *Submitted by: Scott Dunlop, Development Services Director*

The city staff recommended that the City Council conduct the public hearing.

Mayor Wallace opened the public hearing.

Development Services Director Dunlop discussed the proposed amendments to the zoning ordinance.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Wallace, to close the Public Hearing.

There was no further discussion.

Motion to close carried 6-0

CONSENT AGENDA

2. **Consideration, discussion, and possible action to approve the City Council Minutes of the June 2, 2021, City Council Regular Meeting.**

3. **Consideration, discussion, and possible action on the acceptance of the May 2021 Departmental Reports.**

- **Police – Ryan Phipps, Chief of Police**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**

HR Manager Vasquez gave an update on the City Manager’s recruitment process.

Heritage and Tourism Manager Charbonneau gave an update on Qwally.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Deja Hill, to approve and adopt all items on the Consent Agenda.

There was no further discussion.

Motion to approve carried 6-0

Mayor Wallace adjourned the regular session of the Manor City Council into Executive Session at 7:47 p.m. on Wednesday, June 16, 2021, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor RV Park, LLC v. City of Manor, ET AL; and Section 551.074 Personnel Matters – Interview Candidates for appointments to the Planning and Zoning Commission for Place No 's. 2 and 5* at 7:47 p.m. on Wednesday, June 16, 2021.

The Executive Session was adjourned at 9:12 p.m. on Wednesday, June 16, 2021.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 9:12 p.m. on Wednesday, June 16, 2021.

Mayor Wallace opened the floor for action to be taken on the items discussed in the Executive Session.

There were no interviews conducted for the P&Z Commission due to applicants were a no show; therefore, there was no action taken on *Section 551.074 Personnel Matters – Interview Candidates for appointments to the Planning and Zoning Commission for Place No 's. 2 and 5*.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir, for legal to take action on items discussed in executive session.

There was no further discussion.

Motion to approve carried 6-0

REGULAR AGENDA

4. Consideration, discussion, and possible action on an Assignment and Assumption of Development Agreement between IDEA Public Schools and 973 Building Hope, LLC.

The city staff recommended that the City Council approve an Assignment and Assumption of Development Agreement between IDEA Public Schools and 973 Building Hope, LLC.

Charley Dorsaneo, Drenner Grap, PC, 200 Lee Barton Drive, Suite 100, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by City Council.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to approve an Assignment and Assumption of Development Agreement between IDEA Public Schools and 973 Building Hope, LLC.

There was no further discussion.

Motion to approve carried 6-0

5. Consideration, discussion, and possible action on an Escrow Deposit Agreement between 973 Building Hope, LLC, Cottonwood Holdings LTD, and the City of Manor.

The city staff recommended that the City Council approve an Escrow Deposit Agreement between 973 Building Hope, LLC, Cottonwood Holdings LTD, and the City of Manor.

Charley Dorsaneo, Drenner Grap, PC, 200 Lee Barton Drive, Suite 100, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by City Council.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Weir, to approve an Escrow Deposit Agreement between 973 Building Hope, LLC, Cottonwood Holdings LTD, and the City of Manor.

The discussion was held regarding an extension clause to be added to the agreement.

Mayor Wallace requested a friendly amendment to the motion to add an extension clause with a natural disaster occurrence.

Mr. Dorsaneo proposed changing the deadlines on the agreement.

The discussion was held that a Declaration of Disaster would suffice; therefore, the extension clause would not be needed in the agreement.

The discussion was held regarding safety protocols.

The discussion was held regarding fencing around the property.

There was no further discussion.

Motion to approve carried 5-1 (Mayor Pro Tem Harvey voted against)

6. Consideration, discussion, and possible action on a tree mitigation fee-in-lieu request for 37 caliper inches for the Grace Covenant Christian Center located at 14518 US Hwy 290 E.

The city staff recommended that the City Council approve a tree mitigation fee-in-lieu request for 37 caliper inches for the Grace Covenant Christian Center located at 14518 US Hwy 290 E. in the amount of \$175 per caliper inch.

Marco Castaneda, Ranger Engineering, 5524 Bee Caves Rd., J-3, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by City Council.

Development Services Director Dunlop discussed the proposed tree mitigation fee-in-lieu request.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Wallace, to approve a tree mitigation fee-in-lieu request for 37 caliper inches for the Grace Covenant Christian Center located at 14518 US Hwy 290 E. in the amount of \$175 per caliper inch.

The discussion was held regarding the involvement of the Tree Advisory Committee.

There was no further discussion.

Motion to approve carried 5-1 (Council Member Deja Hill voted against)

7. Consideration, discussion, and possible action on a Statement of Work for George Butler Associates, Inc. for the Manor I&I Program.

The city staff recommended that the City Council approve the proposed Statement of Work #4 to the existing Master Services Agreement with George Butler Associates, Inc. for the Manor I&I Program in the amount of \$143,324.00.

Business Development Manager Sperry with GBA discussed the Statement of Work for the Manor I&I Program.

Public Works Director Tuley discussed the issues regarding the inflow and infiltration (I&I) into the City's wastewater collection system.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Wallace, to approve the proposed Statement of Work #4 to the existing Master Services Agreement with George Butler Associates, Inc. for the Manor I&I Program in the amount of \$143,324.00.

There was no further discussion.

Motion to approve carried 6-0

8. Consideration, discussion, and possible action on an Engagement Letter for Professional Services as General Counsel for the City of Manor.

The city staff recommended that the City Council approve the Engagement Letter for Professional Services as General Counsel with The Knight Law Firm, LLP.

City Attorney Saenz discussed the proposed Engagement Letter.

The discussion was held regarding records retention.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Weir, to approve the Engagement Letter for Professional Services as General Counsel with The Knight Law Firm, LLP.

There was no further discussion.

Motion to approve carried 6-0

9. Consideration, discussion, and possible action on an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

The city staff recommended that the City Council approve the first reading of an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

The discussion was held regarding the Residential Land Use Conditions for Athletic Facility lightning concerns.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Deja Hill, to approve the first reading of an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

Mayor Pro Tem Harvey amended his motion to include a time frame for Athletic Facilities lightning from 7am-10pm.

Council Member Deja Hill amended her motion to include certain merchandises to C-1.

There was no further discussion.

Motion to approve carried 6-0

10. Consideration, discussion, and possible action on an ordinance amending Ordinances No. 587 and No. 597 authorizing the suspension of the maximum time period a temporary sign may be displayed.

The city staff recommended that the City Council approve Ordinance No. 613 amending Ordinances No. 587 and No. 597 authorizing the suspension of the maximum time period a temporary sign may be displayed.

Development Services Director Dunlop discussed the proposed ordinance.

Council Member Weir recommended for extension until the end of the year.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Wallace, to approve Ordinance No. 613 amending Ordinances No. 587 and No. 597 authorizing the suspension of the maximum time period a temporary sign may be displayed.

There was no further discussion.

**Motion to approve carried 4-2
(Council Member Weir and Council Member Emily Hill voted against)**

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 10:32 p.m. on Wednesday, June 16, 2021.

These minutes approved by the Manor City Council on the 7th day of July 7, 2021.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Development Agreement (EntradaGlen).

BACKGROUND/SUMMARY:

The City Council approved the creation of the EntradaGlen Public Improvement District on July 18, 2018. As part of the process of issuing bonds for the authorized improvements, City staff and consultants have been meeting with the Developer’s team and discussing provisions of the Development Agreement contemplating the issuance of bonds. The Development Agreement is attached for your consideration.

LEGAL REVIEW: Yes
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- Development Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the Development Agreement (EntradaGlen).

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

**DEVELOPMENT AGREEMENT
(EntradaGlen)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2021 (“Effective Date”) by and between **LAS ENTRADAS DEVELOPMENT CORPORATION**, a Texas corporation (including its Designated Successors and Assigns, “Owner”), **COTTONWOOD HOLDINGS, LTD.**, a Texas limited partnership (“Cottonwood”), for the limited purposes described herein, and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (“City”). The City and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. Owner intends to develop and improve, in one or more phases, all or a portion of that certain tract or parcel of land, all of which is located within the municipal boundaries of the City, consisting of approximately 220.4 acres (“LE Property”), and 37.51 acres of the ShadowGlen Subdivision (“SG Property”) (the LE Property and the SG Property, collectively, “Property”), as a mixed-used master-planned project, as provided in this Agreement, in accordance with the Las Entradas Parcel and Land Use Summary Plan as defined herein, and all as generally shown as Exhibit “A” attached hereto.

B. On March 23, 2018, Owner submitted to the City its Amended Petition for the Creation of a Public Improvement District to Finance Improvements to Las Entradas and Shadow Glen Subdivisions for the creation of a public improvement district (“PID Petition”).

C. The City has determined that the creation and operation of a public improvement district is essential to providing for the planning, financing, construction, operation and maintenance of the PID Project (herein defined) without imposing an undue burden on the City and its residents and taxpayers.

D. In furtherance of the PID Petition and in order to facilitate the financing and construction of the Authorized Improvements (herein defined), the City adopted Resolution No. 2018-06 on July 18, 2018, (“PID Creation Resolution”) authorizing and creating the original EntradaGlen Public Improvement District, pursuant to authority granted under TEX. LOC. GOV’T CODE CH. 372, as the same may be amended from time to time.

E. On December 2, 2020, the City adopted Resolution No. 2020-16 dissolving the original EntradaGlen Public Improvement District and authorizing and creating a new EntradaGlen Public Improvement District (“District” or “PID”), with revised boundaries, and reducing the area contained in the PID.

F. It is intended that special assessments will be levied on the Property, and that PID Bonds (herein defined) will be sold to finance the Authorized Improvements.

G. Owner will initially fund the costs to design and construct various Authorized Improvements within the PID Project. Subject to the terms of this Agreement, the City will pay for and/or reimburse the Owner for the costs of the Authorized Improvements from proceeds of the PID Bonds.

H. Cottonwood, an affiliate of Owner, is developing a mixed-use, master planned project on the SG Property (“SG Project”), and the SG Project is subject to a development agreement (“SG Agreement,” herein defined).

I. The Parties have agreed that any and all provisions related to the dedication of right-of-way and construction of an extension of Hill Lane to Lexington Street, which were previously contained in the SG Agreement, and in that certain Letter Agreement between Cottonwood and the City dated August

16, 2017 (collectively, the “Hill Lane Obligations”) shall remain in effect and solely remain the obligations of Cottonwood if bonds are not issued as contemplated in this Agreement or the Hill Lane Extension is not built in accordance with Section 4.6 and Exhibits “D-1” and “D-2” . Cottonwood is a party to this Agreement for the limited purpose of agreeing to dedicate right-of-way for, and construct, the Hill Lane Extension in accordance with Section 4.6 and Exhibits “D-1” and “D-2” of this Agreement, and for any provisions expressly applicable to Cottonwood.

J. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, provide public recreational spaces, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

K. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

L. The Parties desire to establish certain standards, restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness and enforceability of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; TERM**

1.1. Incorporation of Recitals. The representations, covenants and recitations set forth in the above recitals (the “Recitals”) are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part hereof as though they were fully set forth in this Article.

1.2. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth in this Section, unless otherwise defined, or unless the context clearly requires another definition.

“Act” means Chapter 372 of the Texas Local Government Code.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 9.6.

“Applicable Rules” has the meaning set forth in Section 4.1.

“Appraisal” means the appraisal of the Property obtained in connection with issuance of the PID Bonds to determine whether there is sufficient value associated with the Property to meet the value to lien ratios set forth in the PID Finance Exhibits (herein defined).

“Authorized Improvements” means the improvements expressly authorized by the Act and to be constructed and funded in connection with the PID Bonds that are described in the PID Creation Resolution

and which will be more particularly described in the PFA (herein defined) and the SAP. A list of authorized improvements for the PID Project and their estimated costs are attached hereto as Exhibit “B-1” for Improvement Area #1 and for the Major Improvements and Exhibit “B-2” for the Future Improvement Areas. The PID will fund no more than \$40,000,000 in Authorized Improvements.

“Bond Authorization Date” means the date that the City Council authorizes the issuance of the PID Bonds.

“City” means the City of Manor, Texas, a home rule municipality located in Travis County, Texas.

“City Rules” has the meaning set forth in Section 4.1.

“City Development Rules” has the meaning set forth in Section 4.1.

“Code of Ordinances” means the applicable code or ordinances adopted by the City which regulate development or subdivision of real property within the City in effect as of the Effective Date.

“County” means Travis County, Texas.

“Effective Date” means the date on which this Agreement is entered into by both Parties, as provided above.

“Gregg Manor Road South Segment” means the roadway segment to be constructed in the right-of-way contiguous to the north side of West Parsons Street and running northward for approximately 550 feet in the City of Manor, and as more particularly shown on Exhibit “C.”

“Hill Lane Extension” means the roadway to be constructed as generally shown on Exhibit “D-1” and sidewalks shown on Exhibit “D-2,” such roadway generally extending Hill Lane from Gregg Manor Road eastward to Lexington Boulevard in the City.

“Indenture of Trust” means an Indenture of Trust between the City and trustee acceptable to City and Owner covering the PID Bonds, as the same may be amended from time to time.

“Las Entradas Parcel and Land Use Summary Plan” means the Las Entradas land use parcel plan and land use summary tables, attached as Exhibit “E-1.”

“LE Project” means the real estate development planned for the LE Property known as “Las Entradas.”

“Owner” means Las Entradas Development Corporation, a Texas corporation, and includes any subsequent Owner, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the LE Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owner under this Agreement.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

“PID” means the public improvement district named “EntradaGlen Public Improvement District” created under authority of the Act as described in Recital D, and dissolved and recreated as described in Recital E.

“PID Bonds” means the bonds authorized by the City to be issued, in one or more series, in accordance with the PFA.

“PID Finance Exhibits” means the financial analysis and assumptions about the PID Project in accordance with the SAP, the proposed special assessments, and the PID Bonds described in Section 6.1. The information set forth in Section 6.1 may be revised by agreement of the Parties based on updated information received during the due diligence review of the PID Project, the proposed special assessments, and the proposed PID Bonds.

“PID Financing Agreement” or “PFA” means a PID Financing Agreement to be entered into between City and Owner to provide for the assessment, levying and collection of special assessments on the Property, the construction and maintenance of the Authorized Improvements, the issuance of the PID Bonds and other matters related thereto.

“PID Financing Documents” means the PFA and SAP, collectively.

“PID Project” means the real estate development planned for the PID, including the Las Entradas and Shadow Glen Subdivisions.

“Project Approvals” has the meaning set forth in Section 4.1.

“Property” means the the land defined as Property in Recital A.

“SAP” means a Service and Assessment Plan to be entered into contemporaneously with the levy of all requisite special assessments on the Property in support of the PID Bonds in accordance with the PID Finance Exhibits and further subject to the PID Bond issuance requirements set forth under Section 6.1.

“SG Development Agreement” means the Development Agreement for the Shadowglen Subdivision, dated effective January 10, 2011, among the City, Cottonwood, SG Land Holdings LLC, Travis County Municipal Utility District No. 2, Wilbarger Creek Municipal Utility District No. 1, and Wilbarger Creek Municipal Utility District No. 2, for which a Memorandum of Agreement was recorded as Document No. 2012158027 in the Official Public Records of the County, as amended from time to time.

“SG Development Agreement 2014 Addendum” or “2014 Addendum” means the Addendum to Development Agreement for the Shadowglen Subdivision, between the City and Cottonwood Holdings, Ltd., dated May 21, 2014.

“ShadowGlen Parcel and Land Use Summary Plan” means the ShadowGlen parcel plan and land use summary tables, attached as Exhibit “E-2.”

“ShadowGlen Project” means the real estate development planned for the SG Property known as “ShadowGlen.”

“Subdivision Ordinance” means Exhibit A of Chapter 10 of the City’s Code of Ordinances.

1.3. Depictions of the Property in Agreement Exhibits.

The Property comprising the PID is depicted in Exhibit “A,” which reflects the exclusion, from the PID, of three tracts on the south frontage of US Highway 290 East, totaling approximately four acres. If any other exhibits to this Agreement do not reflect the exclusion of the three tracts, having been prepared instead to depict the PID’s outer boundaries, Exhibit “A” shall control.

1.4. Term. The term of this agreement shall commence on the Effective Date and continue until ten (10) years from the Effective Date.

ARTICLE II BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1. Plan. The LE Property is proposed for development as a mixed-use master planned project, including parkland, open space, and other public and private amenities as shown in the Las Entradas Parcel and Land Use Summary Plan. Owner will subdivide and develop the LE Property and construct the Authorized Improvements, at the Owner's initial expense in accordance with this Agreement (subject to PID funding and reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules. Certain portions of the PID Project, specifically, floodplain reclamation in the LE Property, and a lake (referenced in Section 4.10 as Lake Rita) and retaining wall in the SG Property, have been constructed, pursuant to plans and specifications approved by the City, prior to the Effective Date, and such portions are agreed by the Owner and the City to be in accordance with this Agreement.

2.2. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the LE Property and by virtue of the services that will be made available to the LE Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the LE Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the LE Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the LE Property; (c) the water and wastewater services that will be made available to the LE Property; and (iv) the reimbursements set forth herein. The City will benefit from this Agreement by virtue of its control over the development standards for the LE Property, by virtue of construction of roadways, by virtue of expanding its public amenities, and by virtue of extension of its water and wastewater systems, by Owner as herein provided. The Parties expressly confirm and agree that development of the LE Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.3. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

- (a) Approval of this Agreement by the City, and the Owner;
- (b) Submittal and review of preliminary plats for the various phases of the LE Property; and
- (c) City and Owner's negotiation and execution of various agreements to effectuate the terms of the PID and the issuance, subject to the approval by City Council, of the PID Bonds.

2.4. Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council.

**ARTICLE III
OBLIGATIONS AND CONDITIONS**

3.1. City's obligations. The City will reasonably cooperate with Owner and use its best efforts, in good faith, to:

(a) Complete City staff review and schedule for approval of the preliminary plats, final plats, and construction plans for the PID Project, subject to the Owner timely submitting applications and responding to comments;

(b) Negotiate and enter into the PFA and approve the form of SAP prior to the issuance of the PID Bonds, provided that:

(i) The PFA and the SAP will specifically identify the Authorized Improvements; and

(ii) Owner can reasonably demonstrate that it has or will have adequate funding to timely complete any infrastructure required for the PID Project which will not be paid for or reimbursed by the PID Bonds; and

(c) Authorize issuance of the PID Bonds by October 31, 2022, as provided in the Dissolution Agreement; execution of this Agreement by Owner constitutes a bond issuance request from the Owner (the "Bond Authorization Date") in accordance with the PID Bond issuance requirements set forth in Section 6.1 and the PID Finance Exhibits attached hereto, provided that:

(i) An appraisal of the Property has been prepared by a third party selected by the City, in consultation with the property owner, prior to issuance of PID Bonds;

(ii) A market study of the Property has been prepared by a third party selected by the Owner in consultation with the City, prior to issuance of PID Bonds;

(iii) The Parties have entered into the PFA;

(iv) Special assessments in an amount adequate to finance the PID Bonds have been levied against the Property and the SAP has been adopted;

(v) Owner can reasonably demonstrate to the City and its financial advisors that, as of the time of the proposed bond sale that (i) all applicable tests necessary for issuance of the PID Bonds have been satisfied, (ii) sufficient security for the PID Bonds based upon the market conditions exist at the time of such bond sale, and (iii) any other terms reasonably determined appropriate by the City have been satisfied; and

(d) Subject to the conditions set forth in Section 3.1(b) and 3.1(c), work towards approval of the PFA and issuance of the PID Bonds.

3.2. Owner's obligations. The Owner shall:

(a) Use its best efforts, in good faith, to submit concept plan, preliminary plat, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;

(b) Reasonably cooperate with the City and use its best efforts, in good faith, to (i) negotiate and enter into the PFA, (ii) request the issuance of the PID Bonds, (iii) provide the City with information needed

to evaluate the proposed special assessments, and the issuance of PID Bonds, to develop and adopt the SAP, and to issue the PID Bonds;

(c) Develop the Property and construct all infrastructure required for built-on-the-lot commercial businesses in compliance with the Applicable Rules;

(d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time;

(e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement; and

(f) Agree that this Agreement does not waive the requirements of any Applicable Rules, except as specifically provided herein.

3.3. Conditions. Notwithstanding any other codes, resolutions, or ordinances of the City or any agreements related to the PID to the contrary, in the event any of the following events should occur: (i) the City identifies material flaws in the assumptions set forth in the PID Finance Exhibits, including but not limited to whether the proposed special assessments will impact the marketability of the PID Project; (ii) the Owner fails to give the City notice of its request to issue bonds; (iii) the Appraisal does not demonstrate that Property meets the value to lien ratio set forth in the PID Finance Exhibits; or (iv) the City fails for any reason to authorize the issuance of the PID Bonds to finance the Authorized Improvements on or before the Bond Authorization Date in accordance with the PID Finance Exhibits, the Parties shall confer to determine whether the issuance of PID Bonds is feasible based on the conditions set forth in Section 6.1. If the Parties elect not to proceed with the issuance of PID Bonds, then Owner shall develop the PID Project in accordance with the City Rules.

3.4. Dissolution of PID. On December 2, 2020, the City approved and entered into an Amended and Restated Dissolution Agreement ("Dissolution Agreement"). The Dissolution Agreement states that it constitutes the petition by Cottonwood, Las Entradas Development Corporation, and ShadowGlen Development Corporation for the City to dissolve the District in the event of certain milestones, including if the Hill Lane Extension is not constructed within eighteen (18) months after the effective date of this Agreement. The Dissolution Agreement also provides that in the event PID Bonds have not been issued, or special assessments have not been levied, on or before October 31, 2022, the City shall dissolve the PID in accordance with the terms set forth in the Dissolution Agreement.

ARTICLE IV DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

(a) The LE Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.

(b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.

(c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:

(i) “Applicable Rules” means the City Rules and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.

(ii) “City Rules” means the City’s Charter, ordinances, rules, and regulations (including the City Development Rules).

(iii) “City Development Rules” means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the Code Modifications attached hereto as Exhibit “I”, with amendments to such regulations applicable to the Property as provided herein.

(iv) “Project Approvals” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly-granted approvals required under the City Rules for the LE Project, including the plat approval, site development plans, and building permits.

4.2. Phased Development. Owner may develop the LE Project in one or more phases in accordance with the phasing plan approved by City.

4.3. Zoning. Zoning of the LE Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any re-zoning that is subsequently approved for the LE Property shall allow the LE Property to be developed in accordance with terms and conditions of this Agreement.

4.4. Vested Rights. The City acknowledges that the Owner shall be deemed vested from the Effective Date to develop the LE Project in accordance with this Agreement and the City Rules to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. The Owner’s vesting shall expire (1) on the fifth anniversary from the date a concept plan is filed with the City if no progress has been made towards completion of the LE Project; or (2) if this Agreement is terminated by reason of Owner’s default beyond any applicable notice and cure periods (the “Vested Rights”). Progress toward completion of the LE Project shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any criteria specified in this Agreement which are in conflict with any other current or future City Rules, then this Agreement shall prevail unless otherwise agreed to by the Owner in writing. For the avoidance of doubt, the Parties acknowledges and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.5. Owner’s Rights to Continue Development. In consideration of Owner’s agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the LE Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the LE Project except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.6. Hill Lane Extension.

(a) The City has included the Hill Lane Extension as an Authorized Improvement, in lieu of other reimbursable costs for improvements to be paid for by the Owner without PID reimbursement (the “Non-Reimbursable Owner Improvements”). The Parties agree to identify the Non-Reimbursable Owner Improvements no later than when the final SAP is approved for bond issuance equal to \$6,437,232.20, or equal to the actual cost of the Hill Lane Extension once said improvements have been

completed. The Developer agrees not to request reimbursement of Hill Lane Extension improvement costs incurred until the list of Non-Reimbursable Owner Improvements is agreed to by the Parties.

(b) Cottonwood will submit to the City construction plans and subdivision applications for the Hill Lane Extension within thirty (30) days after the Effective Date. Cottonwood will construct the Hill Lane Extension consistent with the ShadowView Commercial Section 3 Subdivision Construction Plans (“ShadowView Plans”), as approved. The City may require Cottonwood to submit a letter of credit in lieu of constructing the minor roadway improvements for Hill Lane as part of the related plans. Cottonwood shall commence construction no later than eighteen (18) months from the Effective Date of this Agreement or eighteen (18) months from the date the City approves the ShadowView Plans, whichever is later.

(c) The obligations relating to the Hill Lane Extension, as described in this Section 4.6, are solely the obligations of Cottonwood.

4.7. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s Subdivision Ordinance and the City agrees to allow concurrent review of the concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the Subdivision Ordinance, and any other applicable code or regulation, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the Subdivision Ordinance.

4.8. Gregg Manor Road South Segment. The Owner has obtained a utility, access, and landscape easement agreement (“GMRS Easement Agreement”) from the Lions Club of Manor, Inc., to the City, granting to the City a 15-foot easement (“Easement Property”) west of the Gregg Manor Road South Segment, recorded as document no. 2021108628 in the Official Public Records of Travis County, Texas. To the extent the Owner is a Benefitted Party, as defined in the GMRS Easement Agreement, the Owner agrees to comply with the GMRS Easement Agreement.

4.9. Hill Lane. The Owner has obtained or will obtain an access and landscape easement agreement (“Hill Lane Easement Agreement”) from the Protestant Episcopal Church Council of the Diocese of Texas to the City, granting to the City a 10-foot easement (“Hill Lane Easement Property”), executed in substantially the form attached as Exhibit “G.” To the extent the Owner is a Benefitted Party, as defined in the Hill Lane Easement Agreement, the Owner agrees to comply with the Hill Lane Easement Agreement.

4.10. Entrada Boulevard. The Parties agree that if the area along Entrada Boulevard is developed as an industrial area, Entrada Boulevard may be aligned as generally depicted in Exhibit “K.” Developer agrees to provide to the City revised costs based on the realignment and any additional documentation required by the City prior to bond issuance for the improvement area that includes any portion or all of Entrada Boulevard.

4.11. Parkland. Approximately 54 acres of the Property shall be dedicated, including approximately 49 acres of the LE Property and 5 acres of the SG Property shall be designated as parkland, and open space (“Parkland and Open Space”) in compliance with the location of the parkland, and open space as shown on the Regulating Plan, and as depicted in Exhibit “F” and Exhibit “B-1” Improvement Area 1 Projects, Item No. D, Community Park – Lake Rita Public Amenity Improvements, including the Description of Enhancements, (“Regulating Plan - Parkland and Open Space”). Owner shall design, construct, and install the public amenities as agreed by the City and Owner, and described in the SAP (“Public Amenities”). Owner shall convey the approximately 54 acres by deed to the City upon City’s approval of the final plat for the portion of the Property in which the applicable Parkland and Open Space is contained. All Parkland

and Open Space conveyed to the City and all trails, landscaping, and public amenities described in Exhibit “F” will be maintained and operated by the applicable Association, as the term is defined in Section 7.1, commencing upon the conveyance of the applicable Parkland and Open Space to, or acceptance of the first Public Amenities by, the City (as applicable) and continuing for as long as the Parkland and Open Space is used as parkland. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Property in which the Parkland and Open Space is contained. The Public Amenities and other improvements listed and described in Exhibit “F” and Exhibit “B-1” as specified in this section will be constructed within the PID Project concurrently with development of each Phase (and as further set forth in Exhibit “F” and “B-1”) in which the applicable Public Amenities are located; provided, Owner shall provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a payment and performance bond for the benefit of the City (or any combination thereof), in an amount not less than 110% of the then-projected cost of any such unconstructed Public Amenity prior to any final plat filing for a particular Phase. Owner shall have the right to draw down on the security posted as construction of the Public Amenities progresses. Public Amenities described in Exhibit “F” and Parkland and Open Space will be maintained and operated by the applicable Association or governmental entity. The Owner will convey to the County an easement to the Parkland on the LE Property for the Future Travis County Gilleland Creek Greenway Trail, as depicted in Exhibit “F,” in a form acceptable to the County and the City. The Owner and/or the applicable Association and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as Exhibit “H” concurrently with the conveyance of the Parkland and Open Space or Public Amenities for operation by the OA unless the County, or any other entity acceptable to the City, agrees to enter into such a maintenance and operation agreement.

4.12. Masonry and Design Requirements. “Architectural Standards,” Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the LE Property. “Outdoor Lighting,” Article 15.05, Code of Ordinances shall apply to the LE Property.

4.13. Tract SG-2. The 6.846-acre tract at the the planned intersection of, and between, Manor Downs Road and Gregg Manor Road is identified as Tract SG-2 on the Las Entradas Parcel and Land Use Summary Plan. Tract SG-2, depicted in Exhibit “B-1,” consists of Lot 1, Block B, Las Entradas North Section 1 Subdivision (plat recorded as Document No. 201500182 of the Official Public Records of Travis County, Texas), on the west side, and 4.427 acres on the east side. Tract SG 2 is bisected by the project line between the Las Entradas Project and the ShadowGlen Project. A portion of Tract SG-2 is owned by Las Entradas Development Corporation and a portion is owned by Cottonwood, and the portions owned by each entity extend across the project line between the two projects. The portion of Tract SG-2 owned by the Owner will be developed in accordance with the Las Entradas Parcel and Land Use Summary Plan, and the portion of Tract SG-2 owned by Cottonwood Holdings will be developed in accordance with the SG Development Agreement.

ARTICLE V PID TRUE UP

5.1. PID True Up.

(a) The following definitions shall be used in this Article V:

(i) “Maximum Assessment” means, for each lot classification identified in the SAP, an assessment equal to an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose assessments are securing a series of PID Bonds, at the time such PID Bonds are issued.

(ii) “Maximum Equivalent Tax Rate” means, for each lot classification identified in the SAP, \$3.26 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

(b) Mandatory Reduction in Assessments if Maximum Assessment Exceeded.

(i) Maximum Assessment Exceeded at Plat. If the subdivision of any assessed property by a recorded subdivision plat causes the assessment per lot to exceed the Maximum Assessment, then prior to the City approving the plat the Owner must partially prepay the assessment for each property that exceeds the Maximum Assessment in an amount sufficient to reduce the assessment to the Maximum Assessment.

(ii) Maximum Assessment Exceeded at PID Bond Issuance. At the time PID Bonds are issued, if the assessment per Lot for any lot classification identified in the SAP exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the assessment on the parcel shall be reduced until the assessment equals the Maximum Assessment.

ARTICLE VI PID BOND ISSUANCE REQUIREMENTS

6.1. PID Bond Issuance Requirements. The PID Financing Documents shall be subject, in addition to other terms and conditions as may be acceptable to the Parties, to the following requirements:

(a) PID Bond Operations. The aggregate principal amount of PID Bonds to be issued shall not exceed \$40,000,000, which shall be used to fund: (i) the actual costs of the Authorized Improvements, (ii) to the extent permitted by law, required reserves and capitalized interest during the period of construction and not more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than twenty-four (24) months from the date of the initial delivery of the PID Bonds, (iii) a PID reserve fund and administrative fund, and (iv) any costs of issuance for the PID Bonds; provided, however, that to the extent the law(s) which limit the period of capitalized interest to twelve (12) months after completion of construction change, the foregoing limitation may, with the agreement of the Parties, be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(b) Maturity. The final maturity for the PID Bonds shall occur no later than thirty (30) years from the issuance date of said PID Bonds.

(c) Financing Amount. The Owner intends to request the issuance of the PID Bonds, subject to the condition that the maximum cost of Authorized Improvements to be funded plus issuance and other financing costs shall not exceed \$ 40,000,000.

(d) Loan to Value Ratio. The minimum value to lien ratio at the issuance date of each series of PID Bonds shall be at least 3 to 1 on a parcel by parcel basis, to be calculated as set forth in the Indenture of Trust.

ARTICLE VII PROPERTY OWNERS ASSOCIATION

7.1. Property Owners Association. Owner has created Las Entradas Owners Association and has created or will create the ShadowGlen Commercial Property Owners Association (each, “Association” as applicable, and collectively, “Associations”), and has established, or will establish, respectively, bylaws,

rules, regulations, and restrictive covenants (collectively the “Association Regulations”). The Association Regulations assure or will assure that the Association will perform and accomplish the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in the Project, that are and will be sufficient to maintain (a) the drainage easements and improvements within the LE Property or SG Property, as applicable (the “Drainage”); (b) any part or portion of the LE Property or SG Property, as applicable that is dedicated to the Association (the “Dedicated Property”); and (c) maintenance and operation of all of the trails and public amenities within the LE Property or SG Property, as applicable, and as identified in Exhibit “F” in accordance with Section 4.8 above. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the applicable Drainage, Dedicated Property and Public Amenities, and to provide funds required for the management and operation of the Association. To the extent an Association has already been created, this Section shall supersede the established requirements of such Association and the bylaws, rules, regulations, restrictive covenants, and regulations will conform with this Section or will be amended to conform with this Section.

**ARTICLE VIII
AUTHORITY; COVENANTS; PROPERTY RIGHTS**

8.1. Powers.

(a) The City hereby represents and warrants to Owner that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Owner hereby represents and warrants to the City that Owner has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Owner. Concurrently with Owner’s execution of this Agreement, Owner has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Owner to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Owner, and is enforceable in accordance with its terms and provisions.

8.2. Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Owner is required, or the City or Owner is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law or City Rules, by the City Manager and for Owner by any officer of Owner so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

**ARTICLE IX
GENERAL PROVISIONS**

9.1. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

9.2. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. Upon a breach of this Agreement for which cure has not commenced as provided above, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

9.3. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

9.4. Liability of the Owner, its successors and assignees. Any obligation or liability of the Owner whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Owner pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Owner and any fiscal surety posted with the City related to the Las Entradas Subdivision only, except as required by the PFA or any other agreements the Owner enters related to the PID or the Las Entradas Subdivision. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Owner, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise, except as required by the PFA or any other agreements the Owner enters related to the PID or the Las Entradas Subdivision.

9.5. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:
City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with a copy to:
The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, Suite A-105

Austin, Texas 78752

If to the Owner:

Las Entradas Development Corporation
Attn: Peter A. Dwyer, President
9900 Hwy 290 E
Manor, Texas. 78653

with a copy to:

Armbrust & Brown PLLC
Attn: Sharon J. Smith
100 Congress Ave., Suite 1300
Austin, Texas 78701

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

9.6. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owner. No course of dealing on the part of the City or the Owner nor any failure or delay by the City or the Owner with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

9.7. Conflicts. This Agreement shall prevail if there is a conflict between (a) this Agreement and the SG Development Agreement, as amended or the SG Development Agreement 2014 Addendum.

9.8. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

9.9. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

9.10. Successors and Assigns.

(a) Except as expressly provided in this Section, neither party to this Agreement shall have the right to convey, transfer, assign, mortgage, pledge or otherwise encumber all or any part of its right, title and interest under this Agreement to any party without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied.

(b) Owner may, from time to time, effectuate a transfer of its rights under this Agreement, in whole or in part, with the consent of City Council, which shall not be unreasonably withheld, conditioned, delayed, or denied, to any party, provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument.

(c) Owner may pledge, assign or transfer its right, title and interest under this Agreement, in whole or in part, without the consent of the City, to any third party lender of the Project (each, a "Lender") as security for the performance of Owner's loan obligations; and in relation thereto, the City will execute

reasonable acknowledgements of this Agreement as may be requested by such Lender, including confirmation whether this Agreement is valid and in full force and effect, whether either party is in default of any duty or obligation under this Agreement, and agreeing to provide notice and opportunity to cure to such Lender.

(d) Any attempted transfer of a portion of the Property or of any right or beneficial interest under this Agreement shall not be effective with respect to such interest unless the instrument purporting to carry out such transfer expressly states that the right or beneficial interest subject to the transfer is deemed a transfer to the proposed party and is acknowledged by the City in writing.

(e) Notwithstanding anything to the contrary, this Agreement shall not be binding upon any purchaser of a platted lot or reserve in the Project.

9.11. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

9.12. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

9.13. Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

9.14. No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Rules.

9.15. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9.17. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

9.18. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the

meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

9.19. Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

9.20. Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

- Exhibit A – Description of LE Property, SG Property, and Property
- Exhibit B-1 – Improvement Area #1 and Major Improvements
- Exhibit B-2 – Future Improvement Areas
- Exhibit C – Gregg Manor Road South Segment
- Exhibit D-1 – Hill Lane - ShadowView Commercial Section 3 Civil Construction Plans
- Exhibit D-2 – Hill Lane - Street Light, Sign, and Striping Plan
- Exhibit E-1 – Las Entradas Parcel Plan and Land Use Summary Tables
- Exhibit E-2 – ShadowGlen Parcel Plan and Land Use Summary Tables
- Exhibit F – Regulating Plan Parkland and Open Space
- Exhibit G – Hill Lane Easement Agreement
- Exhibit H – Maintenance and Operation Agreement Form
- Exhibit I – Code Modifications
- Exhibit J – Reserved
- Exhibit K – Alternate Entrada Boulevard Alignment

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY:

CITY OF MANOR, TEXAS,
a home rule municipality

By: _____
Dr. Larry Wallace, Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera, Assistant City Attorney

OWNER:

**LAS ENTRADAS DEVELOPMENT
CORPORATION**, a Texas corporation

By: _____
Peter A. Dwyer, President

JOINDER

Cottonwood Holdings, Ltd. hereby joins in the execution of this instrument for the purpose of agreeing to dedicate right-of-way for, and construct, the Hill Lane Extension in accordance with Section 4.6 and Exhibits “D-1” and “D-2” of this Agreement, and for any provisions expressly applicable to Cottonwood Holdings, Ltd.

COTTONWOOD:

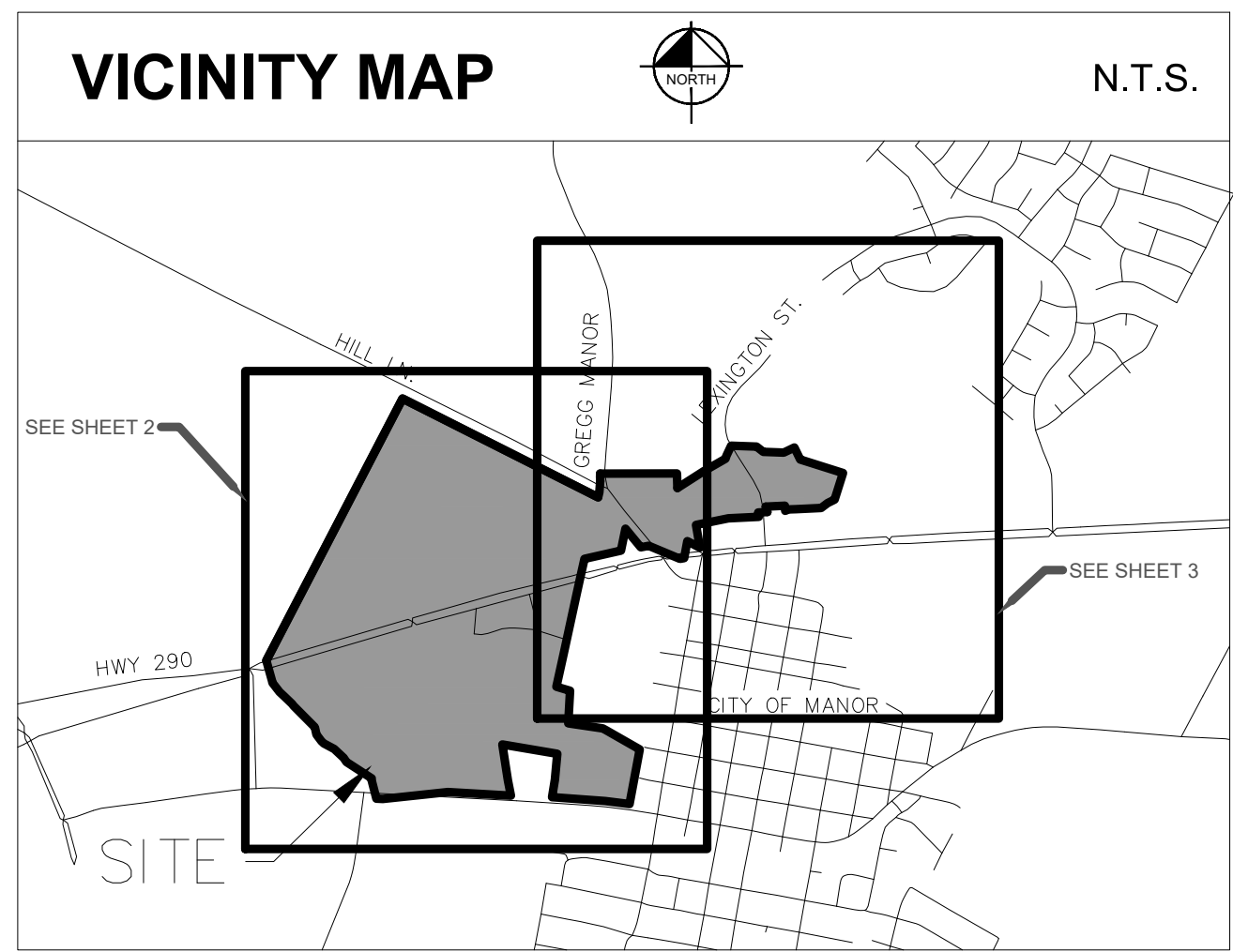
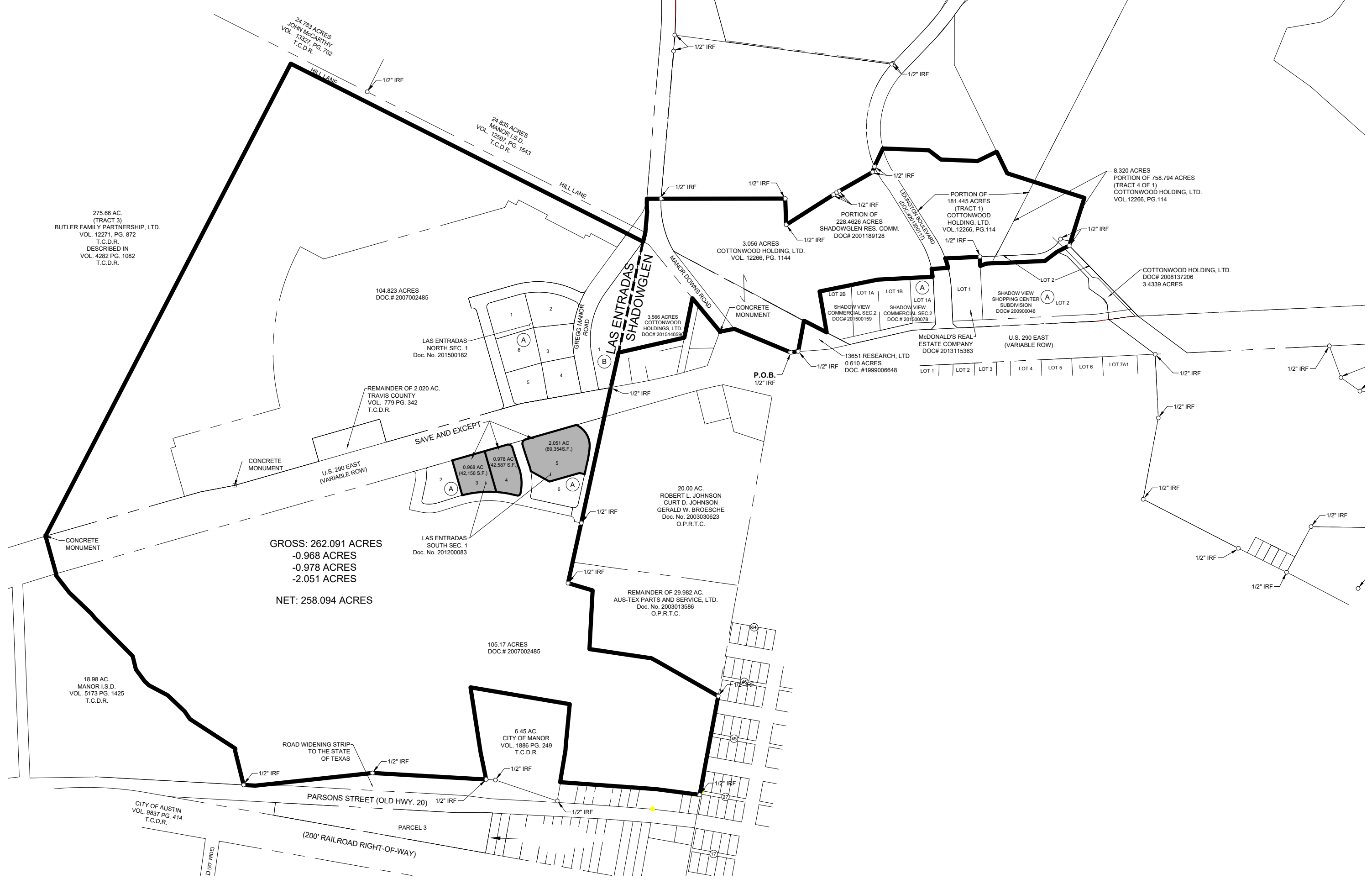
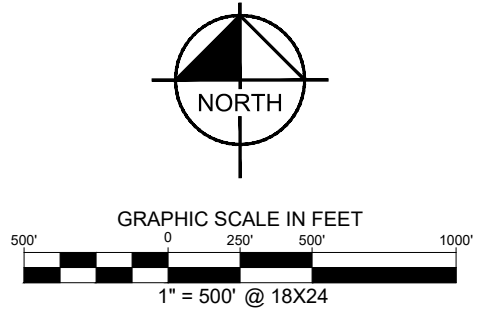
COTTONWOOD HOLDINGS LTD., a Texas limited partnership

By: Cottonwood General Partner, L.C., a Texas limited liability company, its General Partner

By: _____
Name: _____
Title: _____

EXHIBIT A
Description of LE Property, SG Property, and Property

EXHIBIT "A"



ENTRADA - GLEN
PUBLIC IMPROVEMENT DISTRICT (PID)
262.091 ACRES
 SITUATED IN THE WILLIAM STANDERFORD
 SURVEY NO. 69, ABSTRACT NO. 742 AND
 JAMES MANOR
 SURVEY NO. 40, ABSTRACT NO. 546
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

LEGEND

1/2" IRF	1/2" IRON ROD FOUND
P.O.B.	POINT OF BEGINNING

No.	DATE	REVISION DESCRIPTION
2	6/15/18	PER CLIENT COMMENTS
1	4/18/18	REVISED LINE BEARING/DISTANCE *

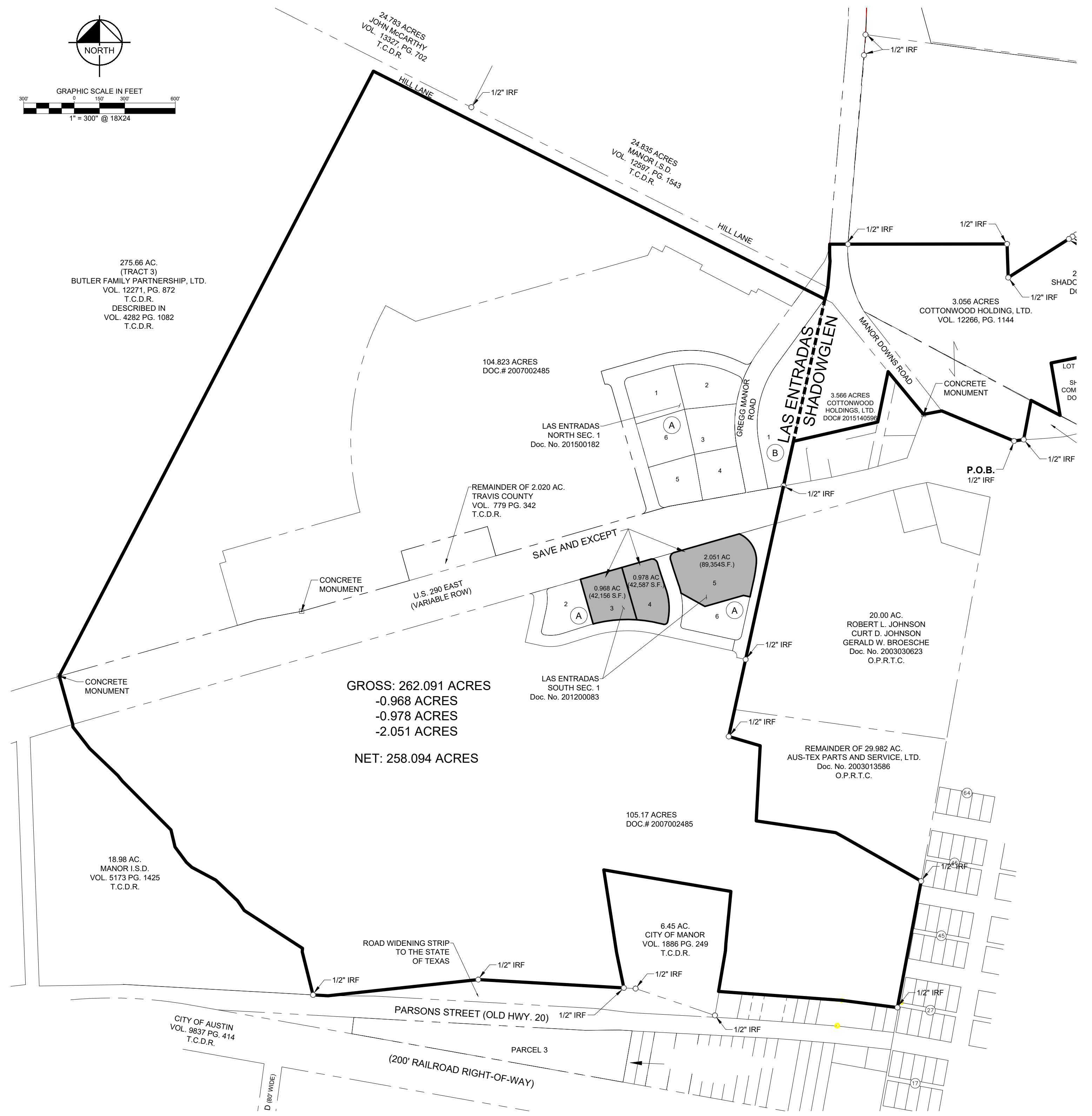
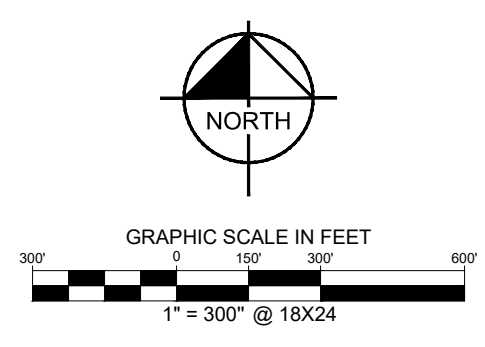
Kimley»Horn

601 NW Loop 410, Suite 350
 San Antonio, Texas 78216
 FIRM # 10193973
 Tel. No. (210) 541-9166
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet
1" = ###'	MAV/APS	JGM	01/07/2021	069241705	36

NOTES:

- This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
- Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.



GROSS: 262.091 ACRES
 -0.968 ACRES
 -0.978 ACRES
 -2.051 ACRES
 NET: 258.094 ACRES

ENTRADA - GLEN
 PUBLIC IMPROVEMENT DISTRICT (PID)
 262.091 ACRES
 SITUATED IN THE WILLIAM STANDERFORD
 SURVEY NO. 69, ABSTRACT NO. 742 AND
 JAMES MANOR
 SURVEY NO. 40, ABSTRACT NO. 546
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

LEGEND	
1/2" IRF	1/2" IRON ROD FOUND
P.O.B.	POINT OF BEGINNING

No.	DATE	REVISION DESCRIPTION
2	6/15/18	PER CLIENT COMMENTS
1	4/18/18	REVISED LINE BEARING/DISTANCE *

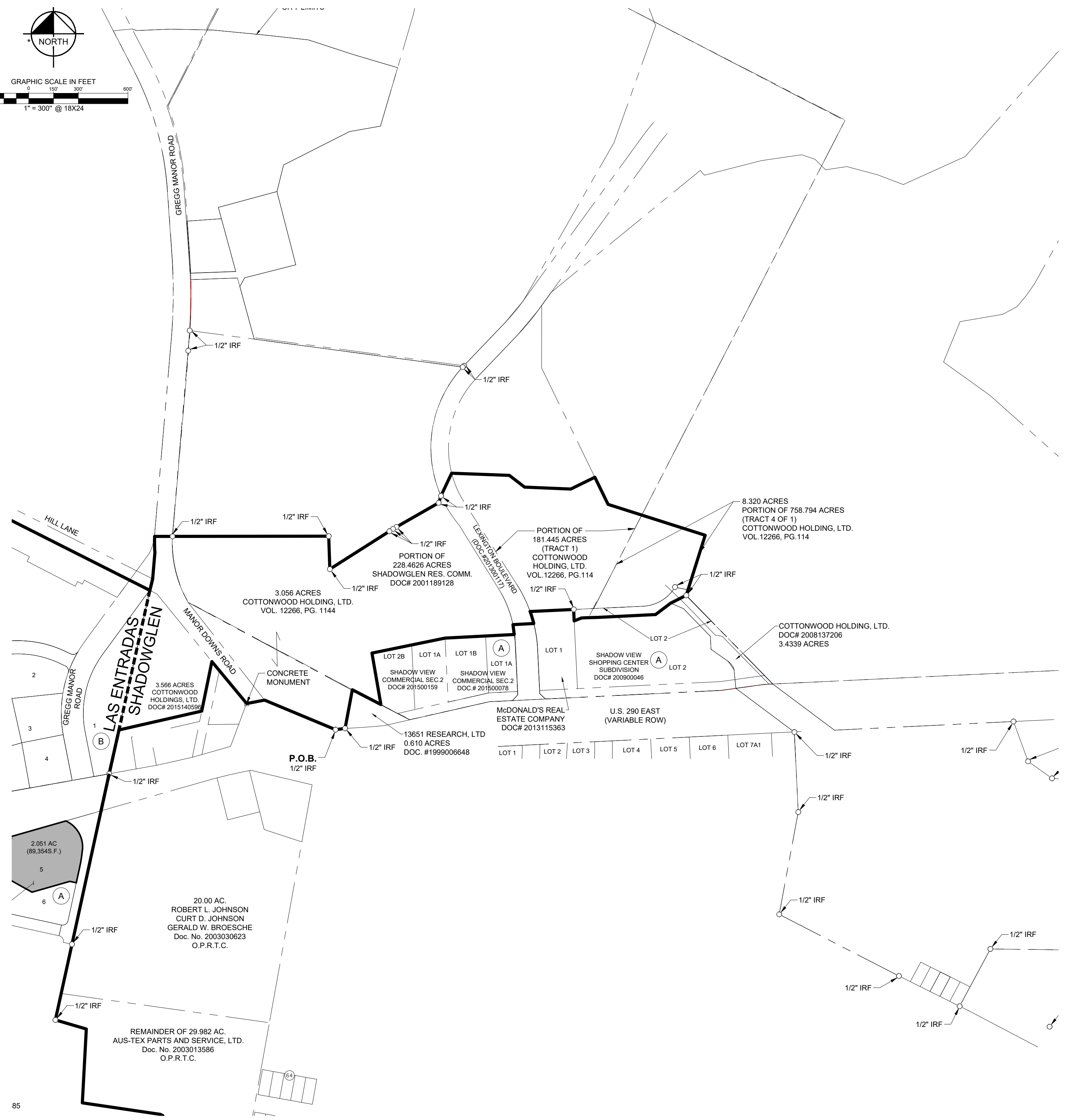
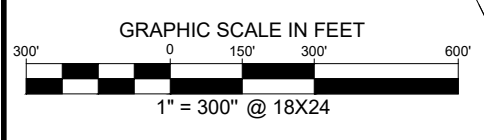
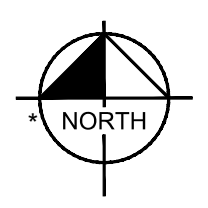
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601 NW Loop 410, Suite 350
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 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet
1" = ###'	MAV/APS	JGM	01/07/2021	069241705	37

NOTES:

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- Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.



85

ENTRADA - GLEN
PUBLIC IMPROVEMENT DISTRICT (PID)
262.091 ACRES
SITUATED IN THE WILLIAM STANDERFORD
SURVEY NO. 69 , ABSTRACT NO. 742 AND
JAMES MANOR
SURVEY NO. 40, ABSTRACT NO. 546
CITY OF MANOR, TRAVIS COUNTY, TEXAS

LEGEND	
1/2" IRF	1/2" IRON ROD FOUND
P.O.B.	POINT OF BEGINNING

NOTES:

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- Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

No.	DATE	REVISION DESCRIPTION
2	6/15/18	PER CLIENT COMMENTS
1	4/18/18	REVISED LINE BEARING/DISTANCE *

		601 NW Loop 410, Suite 350 San Antonio, Texas 78216		Tel. No. (210) 541-9166 www.kimley-horn.com	
		FIRM # 10193973		Project No. 069241705	
Scale	Drawn by	Checked by	Date	Sheet	
1" = ###'	MAV/APS	JGM	01/07/2021	30	38

**A METES AND BOUNDS
DESCRIPTION OF
262.091 ACRES OF LAND**

BEING 262.091 acres of land being all situated in William Standerford Survey No. 69, Abstract No. 742 and James Manor Survey No. 40, Abstract No. 546 City of Manor, Travis County, Texas; said 262.091 acres being more particularly described as follows:

BEGINNING, at a found 1/2 inch iron rod located in the northerly line of U.S. 290 East (Variable R.O.W.), from which a found 1/2 inch iron rod bears N 81° 46' 36" E, 43.50 feet for the most southeasterly corner of that certain 3.056 acre tract conveyed to Cottonwood Holding, L.T.D., as recorded in Volume 12266, Page 1144 of the Official Record of Travis County, Texas;

THENCE, North 67° 22' 19" West, along the said 3.056 acre tract, 348.58 feet, to a point located in the northeasterly line of Gregg Manor Road;

THENCE, South 79° 12' 13" West, crossing said Gregg Manor Road, 82.72 feet, to a point;

THENCE, leaving said Gregg Manor Road and along the that certain 3.559 acre tract conveyed to Haywood-Schneider Land, as recorded in Document No. 2003152493 of the Official Record of Travis County, Texas, the following courses;

- North 39° 38' 34" West, 247.22 feet, to a point;
- South 11° 34' 33" West, 229.22 feet, to a point;
- South 77° 09' 04" West, 394.67 feet, to a point;
- South 12° 40' 50" West, 203.70 feet, to a point located along northerly line of U.S. 290 East (Variable R.O.W.);

THENCE, South 12° 21' 29" West, crossing said U.S. 290 East, 172.10 feet, to a point marking the northwesterly corner of that certain 20.00 acre tract conveyed to Robert L. Johnson, Curt D. Johnson and Gerald W. Broesche as recorded in Document No. 2003030623 of the Official Record of Travis County, Texas;

THENCE, leaving said U.S. 290 East and along the said 20.00 acre tract and that certain 29.982 acre tract conveyed to Aus-Tex Part and Service, L.T.D. as recorded in Document No. 2003013586 of the Official Record of Travis County, Texas, the following courses;

- South 12° 17' 18" West, 619.08 feet, to a point;
- South 12° 21' 58" West, 351.11 feet, to a point;
- South 73° 34' 57" East, 146.20 feet, to a point;
- South 03° 04' 01" West, 335.29 feet, to a point;
- South 81° 36' 06" East, 357.77 feet, to a point;
- South 61° 11' 08" East, 38.59 feet, to a point;
- South 60° 22' 36" East, 399.08 feet, to a point;

THENCE, along that certain 105.17 acre tract conveyed to Las Entradas Development as recorded in Document No. 2007002485 of the Official Record of Travis County, Texas, the following courses;

- South 10° 39' 14" West, 572.76 feet, to a point;
- North 82° 37' 38" West, 250.37 feet, to a point;
- North 85° 52' 15" West, 549.56 feet, to a point;
- North 09° 37' 11" East, 183.55 feet, to a point;
- North 03° 33' 06" East, 33.48 feet, to a point;
- North 05° 30' 59" East, 168.03 feet, to a point;
- North 05° 31' 51" East, 64.05 feet, to a point;
- North 80° 24' 18" West, 573.95 feet, to a point;
- South 08° 48' 04" East, 231.54 feet, to a point;
- South 08° 48' 17" East, 141.01 feet, to a point;
- South 11° 34' 05" East, 160.41 feet, to a point;
- North 86° 45' 04" West, 649.61 feet, to a point;
- South 83° 51' 53" West, 672.58 feet, to a point;
- North 86° 43' 23" West, 66.80 feet, to a point;
- North 14° 02' 26" West, 197.68 feet, to a point;
- North 04° 09' 56" East, 15.80 feet, to a point;
- North 57° 00' 04" West, 309.03 feet, to a point;
- North 34° 35' 04" West, 53.35 feet, to a point;
- North 46° 33' 04" West, 133.26 feet, to a point;
- North 61° 56' 04" West, 120.87 feet, to a point;
- North 47° 28' 04" West, 32.98 feet, to a point;
- North 36° 26' 04" West, 85.00 feet, to a point;
- North 13° 24' 04" West, 77.96 feet, to a point;
- North 44° 52' 04" West, 306.10 feet, to a point;
- North 38° 43' 04" West, 32.56 feet, to a point;
- North 46° 16' 04" West, 108.84 feet, to a point;
- North 46° 27' 04" West, 64.79 feet, to a point;
- North 37° 49' 04" West, 121.78 feet, to a point;
- North 03° 19' 04" West, 11.56 feet, to a point;

THENCE, North 15° 34' 13" West, crossing said U.S. 290 East, 223.84 feet, to a point located along that certain 104.823 acre tract conveyed to Entradas Development as recorded in Document No. 2007002485 of the Official Record of Travis County, Texas;

THENCE, North 27° 26' 43" East, leaving said U.S. 290 East and along the said 104.823 acre tract, 3034.79 feet, to a point located in the southwesterly line of Hill Lane;

THENCE, South 63° 12' 24" East, along the southwesterly line of Hill Lane, 2252.36 feet, to a point located in the westerly line of Gregg Manor Road;

THENCE, along the westerly line of Gregg Manor Road, the following courses;

- North 13° 34' 46" East, 53.63 feet, to a point;
- North 04° 53' 08" East, 117.43 feet, to a point;
- Northerly, along the arc of curve to the right having a radius of 614.73 feet, a central angle 07° 03' 46", an arc length of 75.78 feet and chord bearing: N 00° 56' 38" W, 75.73 feet, to a point;

THENCE, crossing said Gregg Manor Road, and along that certain 3.056 acre tract conveyed to Cottonwood Holding, L.T.D., as recorded in Volume 12266, Page 1144 of the Official Record of Travis County, Texas, the following courses;

- North 89° 55' 50" East, 789.50 feet, to a point;
- South 01° 55' 56" East, 149.65 feet, to a point;
- North 57° 30' 39" East, 320.38 feet, to a point;
- North 57° 05' 36" East, 18.82 feet, to a point;
- North 60° 18' 53" East, 18.23 feet, to a point;
- North 60° 14' 49" East, 220.49 feet, to a point;
- North 18° 14' 56" East, 33.39 feet, to a point;

THENCE, North 25° 15' 31" East, crossing Lexington Boulevard, 113.40 feet, to a point;

THENCE, leaving said Lexington Boulevard and along the said Lots 2 and 3 of the Shadowglen Golf Course, the following courses;

- South 87° 53' 05" East, 261.59 feet, to a point;
- South 52° 27' 37" East, 87.38 feet, to a point;
- South 87° 36' 38" East, 209.38 feet, to a point;
- North 63° 56' 55" East, 121.56 feet, to a point;
- South 25° 58' 20" East, 136.94 feet, to a point;
- South 72° 21' 35" East, 461.95 feet, to a point;
- South 17° 28' 29" West, 285.30 feet, to a point on the northeasterly line of Lot 2, Shadowview Shopping Center plat of which is recorded in Document No. 200900046 of the Official public Records of Travis County, Texas;

THENCE, crossing said Lot 2, Texas, the following courses;

- South 63° 17' 53" West, 79.46 feet, to a point;
- South 52° 54' 13" West, 85.65 feet, to a point;
- South 87° 11' 48" West, 258.09 feet, to a point;
- South 88° 20' 35" West, 49.98 feet, to a point;
- South 87° 11' 50" West, 28.06 feet, to a point;
- South 67° 55' 05" West, 35.80 feet, to a point on the easterly line of Lot 1, as described in said Shadowview Shopping Center;

THENCE, North 02° 48' 32" West, 52.08 feet, along said easterly line of Lot 1, to a point;

THENCE, South 87° 21' 04" West, 197.61 feet, along northerly line of Lot 1, to a point on the northeasterly line of Lexington Boulevard;

THENCE, southeasterly, along the arc of curve to the right having a radius of 600.00 feet, a central angle 05° 26' 36", an arc length of 57.00 feet and chord bearing: S 16° 52' 25" E, 56.98 feet, to a point;

THENCE, South 86° 51' 07" West, crossing Lexington Boulevard, 94.24 feet, to a point;

THENCE, leaving the said Lexington Boulevard and along the said 3.056 acres tract, the following courses;

- South 07° 15' 14" East, 45.09 feet, to a point;
- South 87° 01' 08" West, 313.45 feet, to a point;
- South 78° 26' 52" West, 338.63 feet, to a point;
- South 09° 49' 28" East, 236.78 feet, to a point;
- North 62° 40' 18" West, 145.72 feet, to a point;
- South 10° 38' 50" West, 177.87 feet, to a point;
- South 81° 46' 36" West, 43.50 feet, to the **POINT OF BEGINNING** and containing 262.091 acres (11,416,701 square feet) of land, more or less;

SAVE AND EXCEPT: 0.968 ACRES (42,156 square feet), Lot 3, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

SAVE AND EXCEPT: 0.978 ACRES (42,587 square feet), Lot 4, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

SAVE AND EXCEPT: 2.051 ACRES (89,354 square feet), Lot 5, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

LEGEND	
1/2" IRF	1/2" IRON ROD FOUND
P.O.B.	POINT OF BEGINNING

NOTES:

- This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
- Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

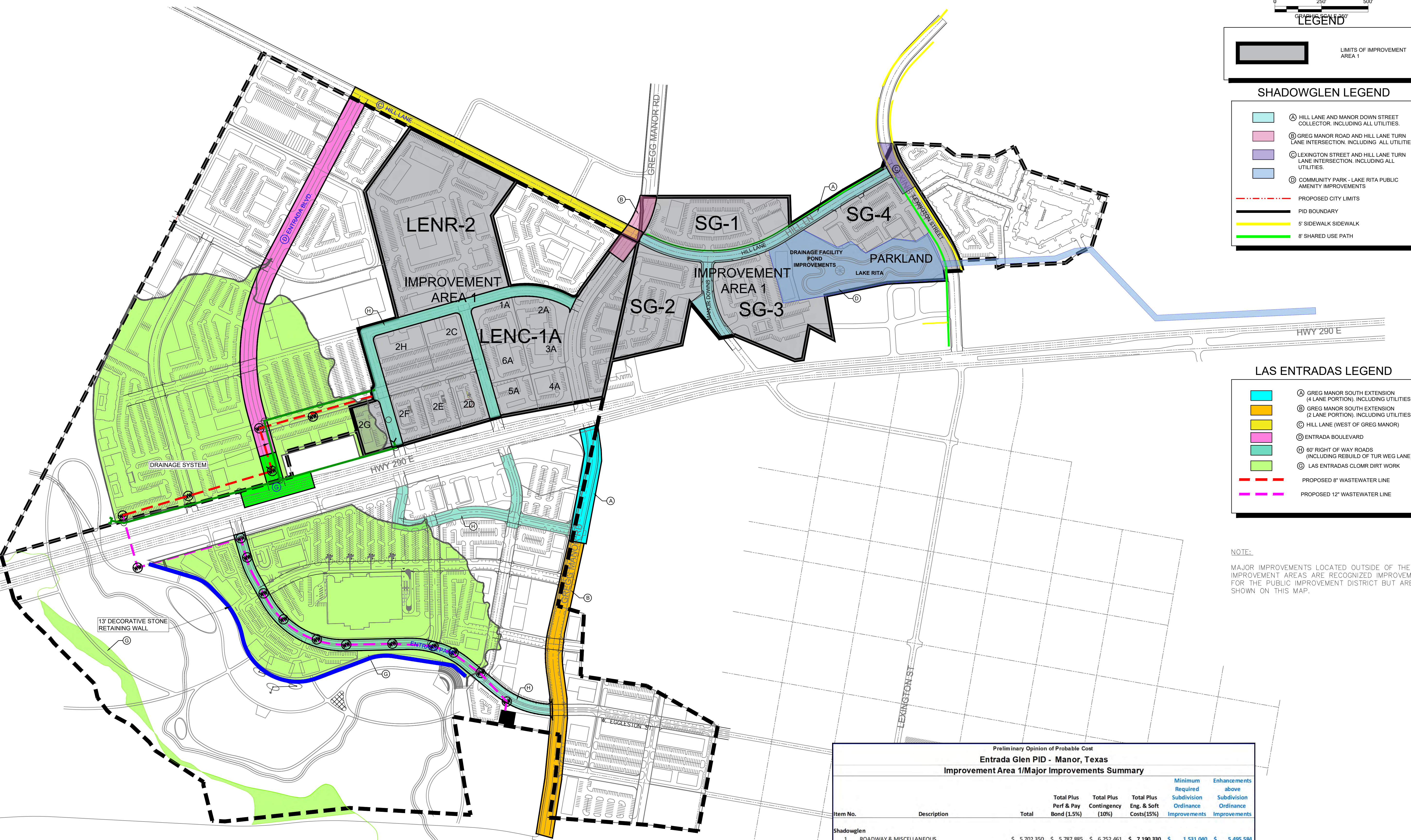
**ENTRADA - GLEN
PUBLIC IMPROVEMENT DISTRICT (PID)
262.091 ACRES
SITUATED IN THE WILLIAM STANDERFORD
SURVEY NO. 69 , ABSTRACT NO. 742 AND
JAMES MANOR
SURVEY NO. 40, ABSTRACT NO. 546
CITY OF MANOR, TRAVIS COUNTY, TEXAS**

2	6/15/18	PER CLIENT COMMENTS
1	4/18/18	REVISED LINE BEARING/DISTANCE *
No.	DATE	REVISION DESCRIPTION

<h1>Kimley»Horn</h1>		Tel. No. (210) 541-9166 www.kimley-horn.com
601 NW Loop 410, Suite 350 San Antonio, Texas 78216	FIRM # 10193973	
Scale 1" = ###'	Drawn by MAV/APS	Checked by JGM
Date 01/07/2021	Project No. 069241705	Sheet 40
39		

EXHIBIT B-1
Improvement Area #1 and Major Improvements

Plotted By: Muhammad, Ahmed Date: June 24, 2021 08:53:31am File Path: K:\VAUS_Civil\069241705 Shadowglen Public Improvement District Improvement Area 1.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

LIMITS OF IMPROVEMENT AREA 1

SHADOWGLEN LEGEND

- (A) HILL LANE AND MANOR DOWN STREET COLLECTOR, INCLUDING ALL UTILITIES.
- (B) GREG MANOR ROAD AND HILL LANE TURN LANE INTERSECTION, INCLUDING ALL UTILITIES.
- (C) LEXINGTON STREET AND HILL LANE TURN LANE INTERSECTION, INCLUDING ALL UTILITIES.
- (D) COMMUNITY PARK - LAKE RITA PUBLIC AMENITY IMPROVEMENTS.
- PROPOSED CITY LIMITS
- PID BOUNDARY
- 5' SIDEWALK SIDEWALK
- 8' SHARED USE PATH

LAS ENTRADAS LEGEND

- (A) GREG MANOR SOUTH EXTENSION (4 LANE PORTION), INCLUDING UTILITIES.
- (B) GREG MANOR SOUTH EXTENSION (2 LANE PORTION), INCLUDING UTILITIES.
- (C) HILL LANE (WEST OF GREG MANOR)
- (D) ENTRADA BOULEVARD
- (E) 60' RIGHT OF WAY ROADS (INCLUDING REBUILD OF TUR WEG LANE).
- (F) LAS ENTRADAS CLOMR DIRT WORK
- PROPOSED 8" WASTEWATER LINE
- PROPOSED 12" WASTEWATER LINE

NOTE:
 MAJOR IMPROVEMENTS LOCATED OUTSIDE OF THE IMPROVEMENT AREAS ARE RECOGNIZED IMPROVEMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT BUT ARE NOT SHOWN ON THIS MAP.

EXHIBIT "B-1"

Preliminary Opinion of Probable Cost
Entrada Glen PID - Manor, Texas
 Improvement Area 1/Major Improvements Summary

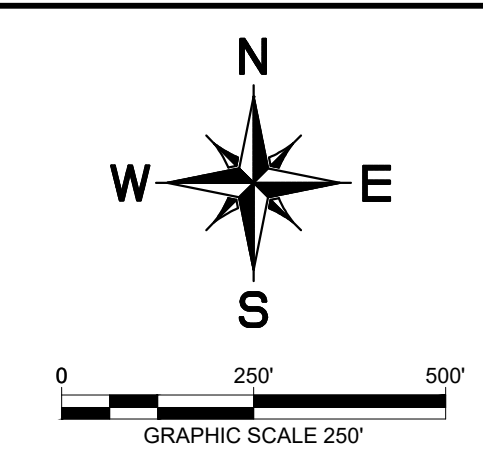
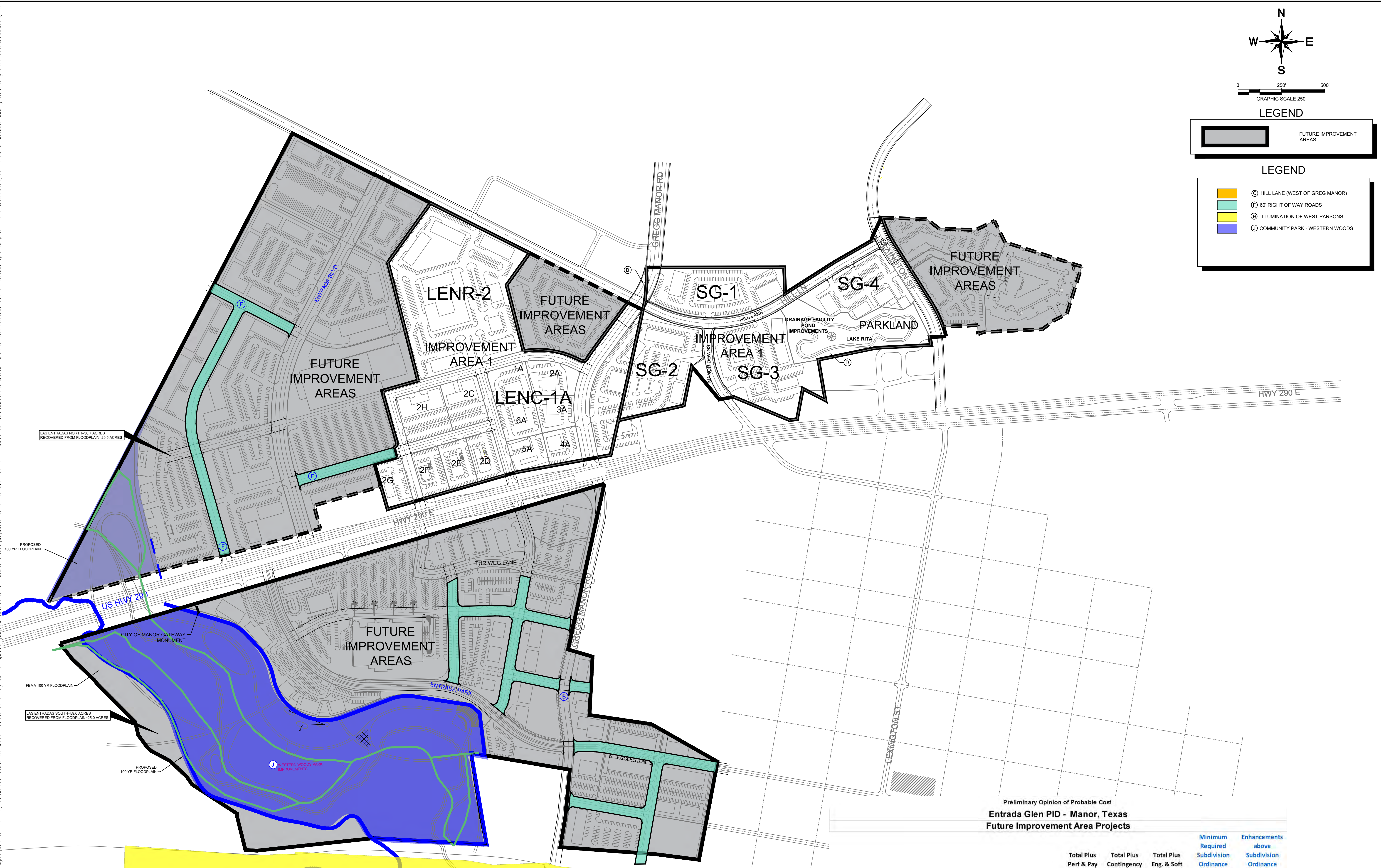
Item No.	Description	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs(15%)	Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements
Shadowglen							
1	ROADWAY & MISCELLANEOUS	\$ 5,702,350	\$ 5,787,885	\$ 6,252,461	\$ 7,190,330	\$ 1,531,040	\$ 5,495,584
2	UTILITIES	\$ 158,450	\$ 160,827	\$ 176,909	\$ 877,802	\$ 498,675	\$ 171,123
Las Entradas							
1	ROADWAY & MISCELLANEOUS	\$ 13,205,100	\$ 13,403,177	\$ 14,743,494	\$ 16,955,018	\$ 8,689,927	\$ 8,265,092
2	UTILITIES	\$ 3,220,960	\$ 3,269,274	\$ 3,596,202	\$ 4,135,632	\$ 3,799,231	\$ 336,401
Summary Total					\$ 29,158,783	\$ 14,518,873	\$ 14,268,199

*Total for PID Costs include 5 years of inflation on 50% of the costs

<p style="font-size: 8px;">© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">KHA PROJECT</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA 1/ MAJOR IMPROVEMENTS</td> <td>JANUARY 2021</td> </tr> <tr> <td>SCALE: AS SHOWN</td> <td>DESIGNED BY:</td> </tr> <tr> <td></td> <td>DRAWN BY:</td> </tr> <tr> <td></td> <td>CHECKED BY:</td> </tr> </table>	KHA PROJECT	DATE	PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA 1/ MAJOR IMPROVEMENTS	JANUARY 2021	SCALE: AS SHOWN	DESIGNED BY:		DRAWN BY:		CHECKED BY:
KHA PROJECT	DATE										
PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA 1/ MAJOR IMPROVEMENTS	JANUARY 2021										
SCALE: AS SHOWN	DESIGNED BY:										
	DRAWN BY:										
	CHECKED BY:										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SHEET NUMBER</td> <td style="width: 50%;">REVISIONS</td> </tr> <tr> <td>1 OF 2</td> <td></td> </tr> </table>	SHEET NUMBER	REVISIONS	1 OF 2		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Item No.</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Item No.	DATE				
SHEET NUMBER	REVISIONS										
1 OF 2											
Item No.	DATE										

EXHIBIT B-2
Future Improvement Areas

Plotted By: Burke, Brett Date: June 09, 2021 09:09:16am File Path: K:\AUS_Civil\069241705_Shadowview_Section_3\Draw_Plan_Sheets\PID_Districts\Public_Improvement_District_Improvement_Future.dwg
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LEGEND

LEGEND

- [Grey Box] FUTURE IMPROVEMENT AREAS
- [Orange Box] ① HILL LANE (WEST OF GREG MANOR)
- [Light Blue Box] ② 60' RIGHT OF WAY ROADS
- [Yellow Box] ③ ILLUMINATION OF WEST PARSONS
- [Blue Box] ④ COMMUNITY PARK - WESTERN WOODS

Preliminary Opinion of Probable Cost
 Entrada Glen PID - Manor, Texas
 Future Improvement Area Projects

Item No.	Description	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs (15%)	Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements
Las Entradas							
1	ROADWAY & MISCELLANEOUS	\$ 3,771,000	\$ 3,827,565	\$ 4,210,322	\$ 4,841,870	\$ 2,850,425	\$ 3,846,789
2	UTILITIES	\$ 3,629,600	\$ 3,684,044	\$ 4,052,448	\$ 4,660,316	\$ 4,531,790	\$ -
Summary Total					\$ 9,502,185	\$ 7,382,214	\$ 3,846,789

*Total for PID Costs include 5 years of inflation on 50% of the costs

EXHIBIT "B-2"

KHA PROJECT	DATE	JANUARY 2021	SCALE: AS SHOWN	DESIGNED BY:	DRAWN BY:	CHECKED BY:
	DATE					
ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT (PID)	PUBLIC IMPROVEMENT DISTRICT FUTURE IMPROVEMENT AREAS					
	PUBLIC IMPROVEMENT DISTRICT (PID)					
SHEET NUMBER	1 OF 2					
Item No.	DATE					
REVISIONS	DATE					
No.	DATE					

Kimley >>> Horn

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 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

Preliminary Opinion of Probable Cost
Entrada Glen PID - Las Entradas - Manor, Texas
Future Improvement Area Projects

Item No.	Description	Road Length	Unit	Unit Price	Total	Total Plus Perf & Pay Bond (1.5%)	Total Plus Contingency (10%)	Total Plus Eng. & Soft Costs (15%)	Minimum Required Subdivision Ordinance Improvements	Enhancements above Subdivision Ordinance Improvements	Description of Enhancements
A. Gregg Manor South Extension (4 Lane Portion)											
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 340	\$ -	\$ -	\$ -	\$ -	-	-	Enhancements include a larger roadway section compared to minimum subdivision ordinance. ROW Width = 100' (over Min. of 70'), 10' Shared Use Path in lieu of 5' sidewalk.
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	-	Enhancements include additional street trees, shrubs, mulching, and irrigation. See Power Point rendering for example.
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	-	Enhancements include 30% cost increase over base lighting fixtures to account for decorative lighting. See Power Point rendering for example.
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	-	No Enhancements
	Subtotal				\$ -	\$ -	\$ -	\$ -	-	-	
B. Gregg Manor Extension South (2 Lane Portion)											
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 500	\$ -	\$ -	\$ -	\$ -	-	-	Enhancements include a larger roadway section compared to minimum subdivision ordinance. ROW Width = 90' (over Min. of 70'), 10' Shared Use Path
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	-	Enhancements include additional street trees, shrubs, mulching, and irrigation. See Power Point rendering for example.
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	-	Enhancement includes 30% cost increase over base lighting fixtures to account for decorative lighting. See Power Point rendering for example.
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	-	No Enhancements
	Subtotal				\$ -	\$ -	\$ -	\$ -	-	-	
C. Hill Lane (West of Gregg Manor)											
Interim Rehab (Strip Base/Asphalt and Replace)											
1	Demo	0	LF	\$ 85	\$ -	\$ -	\$ -	\$ -	-	-	
2	Replace Base and Asphalt			\$ 110	\$ -	\$ -	\$ -	\$ -	-	-	
	Interim Subtotal				\$ -	\$ -	\$ -	\$ -	-	-	Roadway Rehabilitation to attract future development west of the project.
Ultimate Cross Section											
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 280	\$ -	\$ -	\$ -	\$ -	-	-	
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	-	
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	-	
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	-	100% Enhancement
	Ultimate Subtotal				\$ -	\$ -	\$ -	\$ -	-	-	
	Hill Lane Subtotal				\$ -	\$ -	\$ -	\$ -	-	-	
D. Entrada Boulevard											
1	Grading, Paving, Sidewalk, Curb, & Gutter	0	LF	\$ 340	\$ -	\$ -	\$ -	\$ -	-	-	
2	Landscaping Allowance			\$ 180	\$ -	\$ -	\$ -	\$ -	-	-	
3	Roadway Illumination Allowance			\$ 55	\$ -	\$ -	\$ -	\$ -	-	-	Enhanced from 2 Lanes to 4 Lanes
4	Erosion and Sedimentation			\$ 45	\$ -	\$ -	\$ -	\$ -	-	-	
	Subtotal				\$ -	\$ -	\$ -	\$ -	-	-	
F. 60' Right-of-Way Roads (incl. rebuild of Tur Weg Lane)											
1	Grading, Paving, Sidewalk, Curb, & Gutter	9,200	LF	\$ 280	2,576,000	2,614,640	2,876,104	3,307,520	2,786,226	521,294	Enhancements include rehab of 1450 Ft Tur Weg Lane to upgrade the road from Private to Public Standards.
G. US 290 Intersection - Entrada Boulevard											
1	Grading, Paving, Sidewalk, Curb, & Gutter	1	LS	\$ 50,000	50,000	50,750	55,825	64,199	64,198.75	-	No Enhancements
H. Illumination of West Parsons											
1	Illumination of West Parsons	0	LF	\$ 55	\$ -	\$ -	\$ -	\$ -	\$ -	-	100% Enhancement. See Power Point rendering for example.
I. Las Entradas CLOMR Dirt Work											
1	Cut, Placed Fill and Imported Fill	0	CY	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	-	
2	13' Decorative Stone Retaining Wall along Floodplain	0	LF	\$ 360	\$ -	\$ -	\$ -	\$ -	\$ -	-	Enhancement includes increasing commercial area from 118.2 acres to 174.3 acres by reclaiming floodplain in order to generate tax base while creating a sense of place for the community and creating the highest and best use. The percent enhancement is 32.2% (1 - (118.2 acres/174.3 acres)). (The total quantity of material has been reduced to account for the material previously placed to date which was estimated using google earth images and elevations).
	Subtotal				\$ -	\$ -	\$ -	\$ -	\$ -	-	
J. Community Park - Western Woods Public Park											
1	Access nodes to trails, benches, hardscaping, creek crossings and nature trails	5,000	LF	\$ 100	500,000	507,500	558,250	641,988	-	641,988	Nature Trail System throughout parkland not including Travis County Share Use Path
2	Revegetation	15,000	SY	\$ 3	45,000	45,675	50,243	57,779	-	57,779	
3	Park Facilities	1	LS	\$ 600,000	600,000	609,000	669,900	770,385	-	770,385	Facility List: Open Space Recreation Space, Amphitheater/Multiple Overlooks, Observation Decks, Dog Park and Shared Parking Area
	Subtotal				\$ 1,145,000	\$ 1,162,175	\$ 1,278,393	\$ 1,470,151	\$ -	\$ 1,470,151	
K. Internal Streetscape											
1	60' Right-of-Way	9,200	LF	\$ 100	920,000	933,800	1,027,180	1,181,257	-	1,181,257	Enhancements include banners, additional tree plantings, access nodes to trails, and benches. This also includes context sensitive landscaping, hardscaping integration with shared use paths, nature trails, and roadway. See Power Point rendering for example.
Civic Improvements											
1	Historic Plaque for James Manor House	1	LS	\$ 25,000	25,000	25,375	27,913	32,099	-	32,099	Enhancements include installing a Historic Plaque monumenting for James Manor. Open space, registration as a State monument.
2	Manor Entry Monument Signage Allowance	1	LS	\$ 500,000	500,000	507,500	558,250	641,988	-	641,988	Enhancements include a budget for City of Manor Public Entry monument signage within the Las Entradas property. See Power Point rendering for example.
	Subtotal				\$ 525,000	\$ 532,875	\$ 586,163	\$ 674,087	\$ -	\$ 674,087	
E. Utilities											
1	Water (All Appurtenances Included)	9,200	LF	\$ 98	901,600	915,124	1,006,636	1,157,632	1,157,632	-	
2	Wastewater (All Appurtenances Included)	6,500	LF	\$ 77	500,500	508,008	558,808	642,629	514,104	-	Enhancement = 20%. Enhancements includes partial funding for providing wastewater to upstream +/-50 acre offsite property. With +/-200 acres within the PID boundary and +/-50 acres of offsite area to be serviced as well, the enhancement values were determined to be 20% based on the ratio of areas (50/250).
3	Master Wastewater (All Appurtenances Included)	0	LF	\$ 147	\$ -	\$ -	\$ -	\$ -	\$ -	-	
4	Lift Station Improvements	0	LF	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	-	
5	Drainage Greg Manor South	0	LF	\$ 265	\$ -	\$ -	\$ -	\$ -	\$ -	-	Enhancement = 17%. Enhanced Drainage System due to the increased impervious cover associated with the Enhanced Pavement width and sidewalks/shared use path, Enhanced Drainage System for a Entrada Blvd and Greg Manor Road.
5	Drainage (All Appurtenances Included)	8,250	LF	\$ 270	2,227,500	2,260,913	2,487,004	2,860,054	2,860,054	-	
	Subtotal				\$ 3,629,600	\$ 3,684,044	\$ 4,052,448	\$ 4,660,316	\$ 4,531,790	\$ -	
Roadway & Miscellaneous Total					\$ 3,771,000	\$ 3,827,565	\$ 4,210,322	\$ 4,841,870	\$ 2,850,425	\$ 3,846,789	
Utilities Total					\$ 3,629,600	\$ 3,684,044	\$ 4,052,448	\$ 4,660,316	\$ 4,531,790	\$ -	
Grand Total					\$ 7,400,600	\$ 7,511,609	\$ 8,262,770	\$ 9,502,185	\$ 7,382,214	\$ 3,846,789	

EXHIBIT C
Gregg Manor Road South Segment

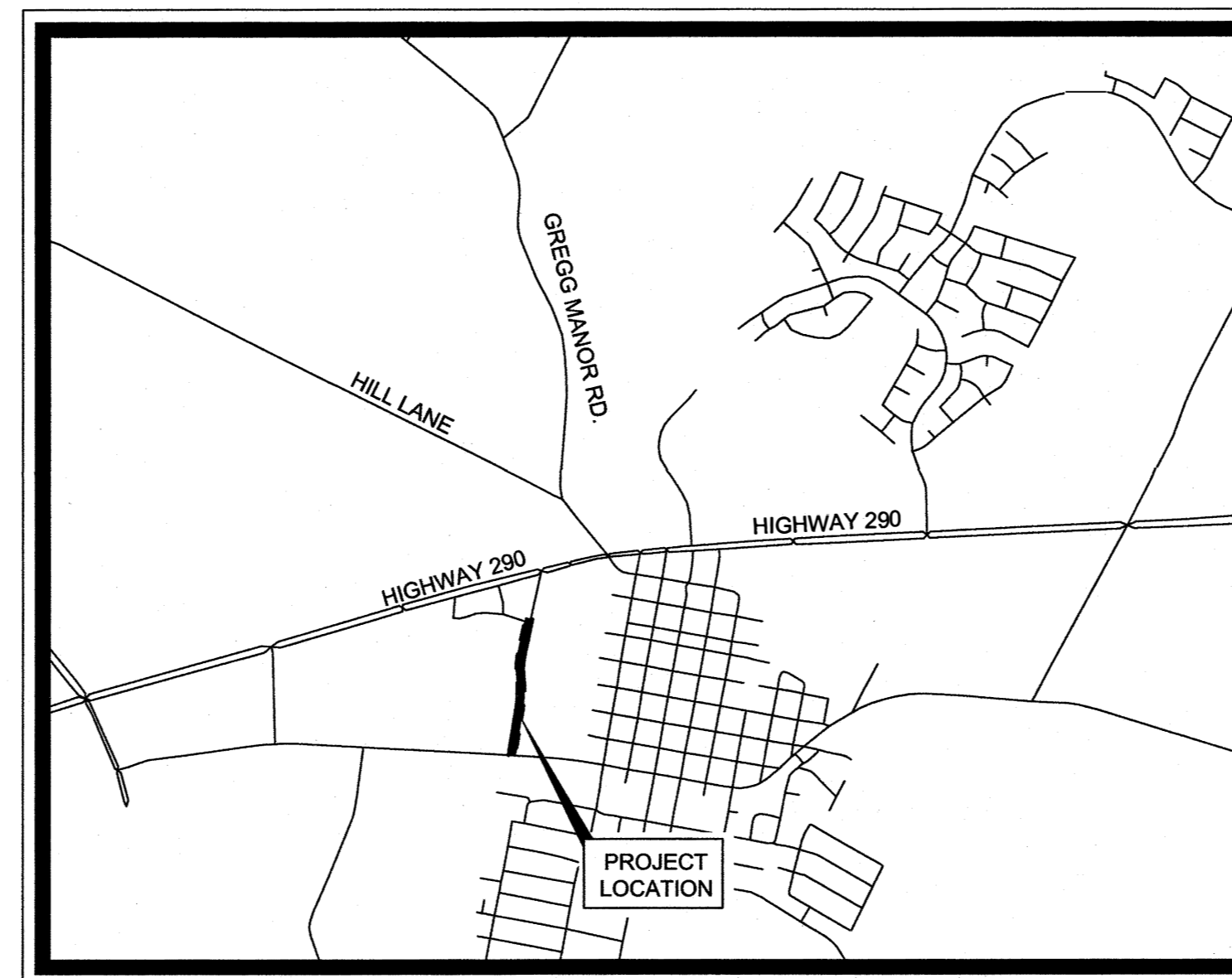
CONSTRUCTION PLANS FOR LAS ENTRADAS - GREGG MANOR ROAD CITY OF MANOR, TRAVIS COUNTY, TEXAS

ENGINEER / SURVEYOR
Kimley»Horn
10814 JOLLYVILLE ROAD STATE OF TEXAS
AVALLON IV, SUITE 300 REGISTRATION NO. F-928
AUSTIN, TEXAS 78759
PH. (512) 418-1771
CONTACT: ROBERT J. SMITH, P.E.

OWNER/DEVELOPER
LAS ENTRADAS DEVELOPMENT CORPORATION
9900 HIGHWAY 290 EAST
MANOR, TEXAS 78653
TEL: 512.327.7415
CONTACT: DANNY BURNETT

OWNER
DEMPSEY BUCHANAN LIMITED PARTNERSHIP
PO BOX 17547
AUSTIN, TX 78760-7547

OWNER
LIONS CLUB OF MANOR INC
8819 LONE TREE DR
MANOR, TX 78653



VICINITY MAP
SCALE: 1" = 2,000'

JUNE 2017

LEGAL DESCRIPTION

31.424 TOTAL ACRES OUT OF THE REMAINDER OF 305.66 ACRES OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, CONVEYED TO LAS ENTRADAS DEVELOPMENT CORPORATION, DOC. #2006119671

122.2926 TOTAL ACRES OUT OF THE REMAINDER OF 305.66 ACRES OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, CONVEYED TO LAS ENTRADAS DEVELOPMENT CORPORATION, DOC. #2007002485

29.982 ACRES OUT OF THE JAMES MANOR SURVEY NO. 40, TRAVIS COUNTY, TEXAS, MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, SAVE AND EXEMPT 20.00 ACRES OUT OF THE JAMES MANOR SURVEY NO. 40, TRAVIS COUNTY, TEXAS, MORE FULLY DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, FOR A TOTAL OF 9.982 ACRES. CONVEYED TO DEMPSEY BUCHANAN LIMITED PARTNERSHIP, DOC. #2009213208

6.018 ACRES OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT 546 IN TRAVIS COUNTY, TEXAS COMPRISED OF THE REMAINDER PORTION OF THAT TRACT CONVEYED AS 6.45 ACRES TO THE CITY OF MANOR, TEXAS PER VOLUME 1886, PAGE 249, DEED RECORDS OF TRAVIS COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SURVEYED UNDER THE SUPERVISION OF C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING MAY, 2012. CONVEYED TO LIONS CLUB OF MANOR INC, DOC. #2012084132

EXHIBIT C

SHEET INDEX

Sheet Number	Sheet Title
C-01	COVER SHEET
C-02	FINAL PLAT
C-03	GENERAL NOTES
C-04	EXISTING CONDITIONS & DEMOLITION PLAN
C-05	EROSION CONTROL
C-06	EROSION CONTROL DETAILS
C-07	GREG MANOR ROAD (SHEET 1 OF 2)
C-08	GREG MANOR ROAD (SHEET 2 OF 2)
C-09	EXISTING DRAINAGE AREA MAP
C-10	PROPOSED DRAINAGE AREA MAP
C-11	DRAINAGE CALCULATIONS
C-12	OVERALL STORM PLAN
C-13	STORM SEWER PROFILES (SHEET 1 OF 3)
C-14	STORM SEWER PROFILES (SHEET 2 OF 3)
C-15	STORM SEWER PROFILES (SHEET 3 OF 3)
C-16	WATER PLAN
C-17	WATER PROFILES
C-18	WASTEWATER PLAN
C-19	WASTEWATER PROFILES
C-20	STREET LIGHT, SIGN & STRIPING PLAN
C-21	PAVING DETAILS (SHEET 1 OF 2)
C-22	PAVING DETAILS (SHEET 2 OF 2)
C-23	DRAINAGE DETAILS
C-24	UTILITY DETAILS (SHEET 1 OF 2)
C-25	UTILITY DETAILS (SHEET 2 OF 2)
C-26	TRAFFIC CONTROL DETAILS (SHEET 1 OF 3)
C-27	TRAFFIC CONTROL DETAILS (SHEET 2 OF 3)
C-28	TRAFFIC CONTROL DETAILS (SHEET 3 OF 3)
C-29	SIGN DETAILS (SHEET 1 OF 2)
C-30	SIGN DETAILS (SHEET 2 OF 2)
L-1	OVERALL LANDSCAPE PLAN
L-2	LANDSCAPE PLAN
L-3	LANDSCAPE PLAN
L-4	LANDSCAPE PLAN
L-5	LANDSCAPE DETAILS & PLANTING SCHEDULE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF MANOR AND TRAVIS COUNTY ESD #12 MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER. REVIEW OF THE SUBMITTED MATERIALS DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR ORDINANCE COMPLIANCE BY THE CITY ENGINEER.

REVIEWED BY: *Thomas Best* 7/31/17
DIRECTOR OF DEVELOPMENT SERVICES DATE

REVIEWED BY: *Michael July* 07/28/2017
DEPARTMENT OF PUBLIC WORKS DATE

REVIEWED BY: *Tom J. [Signature]* 8/2/17
CITY ENGINEER DATE

REVIEWED BY: *[Signature]* 08/02/17
TRAVIS COUNTY ESD #12 DATE

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PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT 069241704
DATE JUNE 2017
SCALE: AS SHOWN
DESIGNED BY: HMH
DRAWN BY: ORB
CHECKED BY: HMH

COVER SHEET

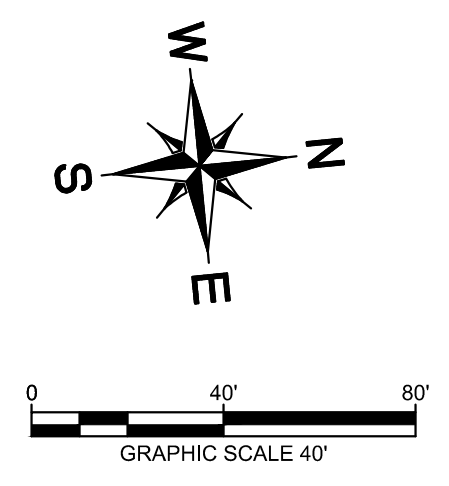
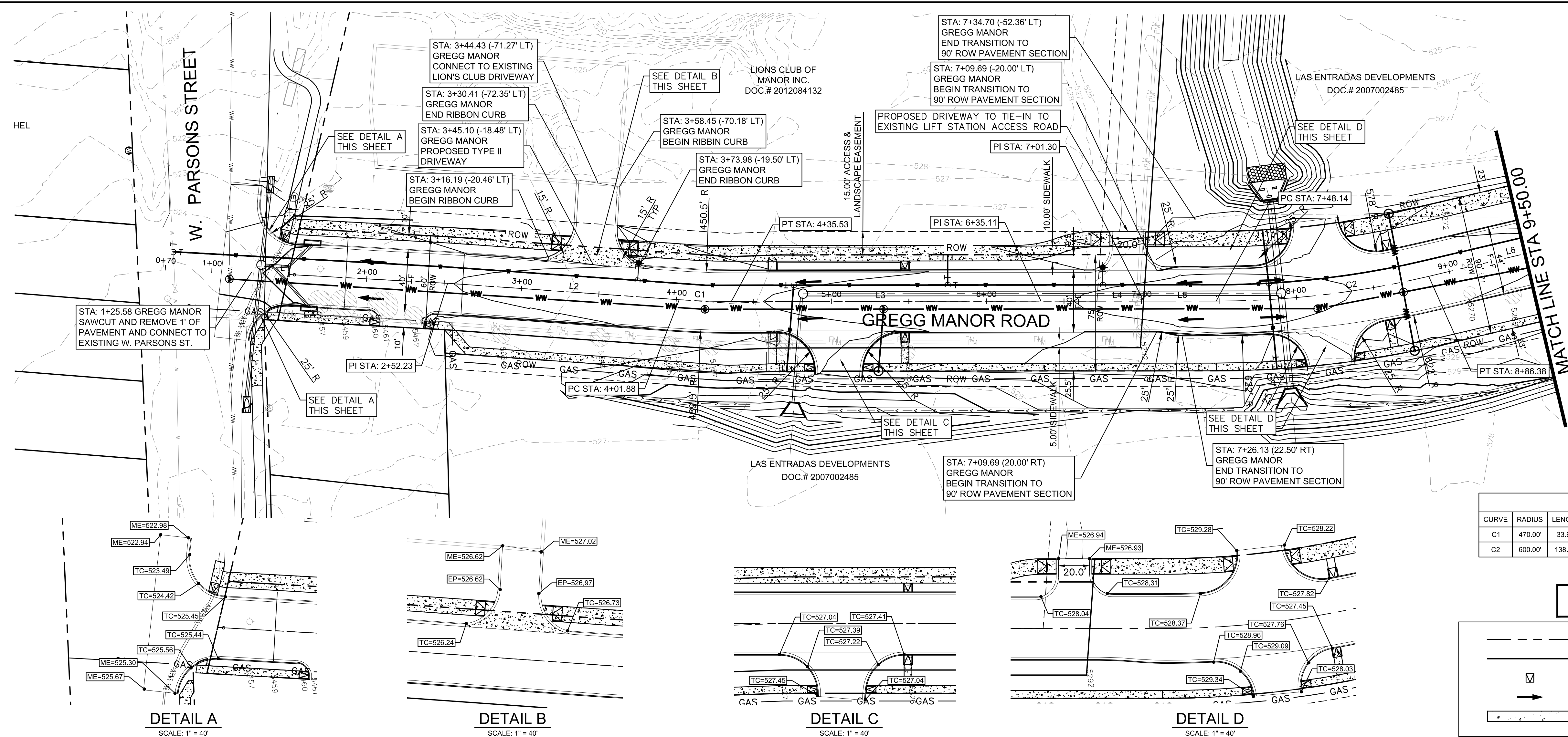
LAS ENTRADAS - GREGG MANOR
CITY OF MANOR, TEXAS
TRAVIS COUNTY, TEXAS

SHEET NUMBER
C-01

Item 2
No. DATE REVISIONS
LAS ENTRADAS - GREGG MANOR ROAD
KHA PROJECT NO. 069241704
CONSTRUCTION PLANS

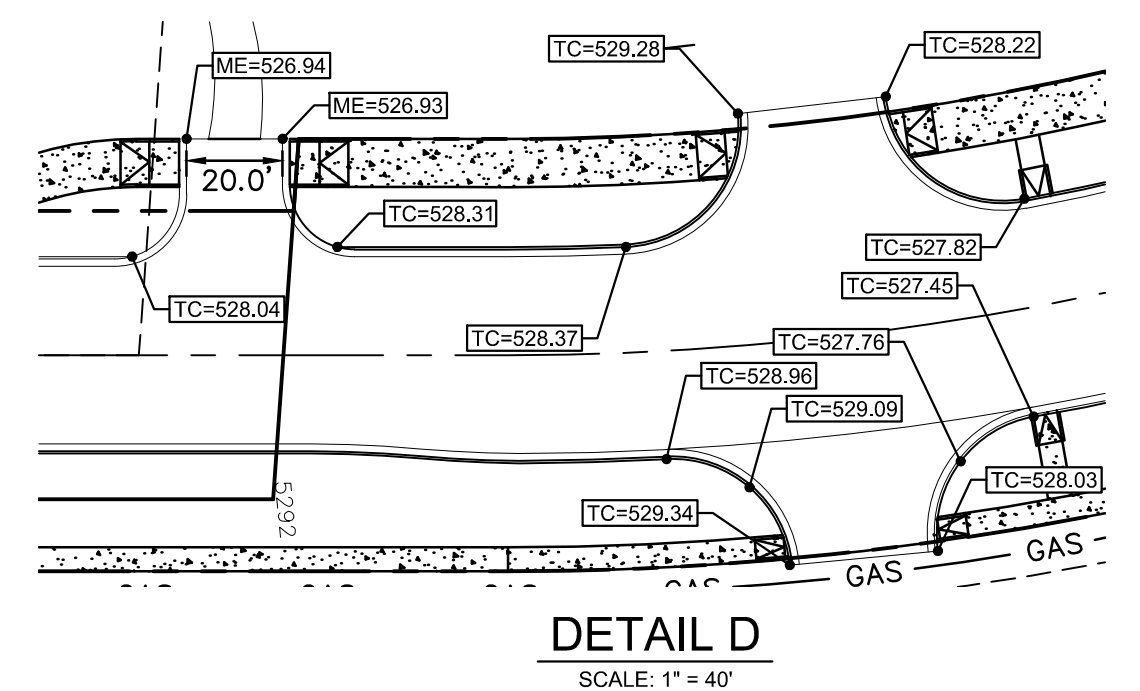
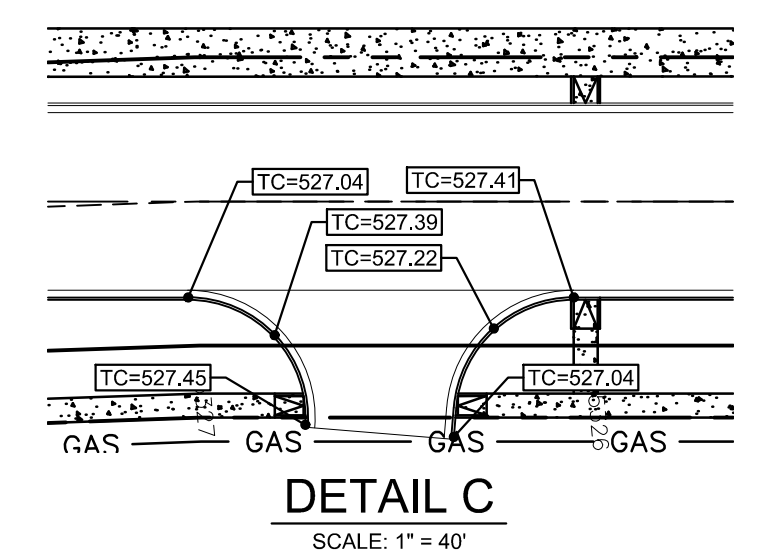
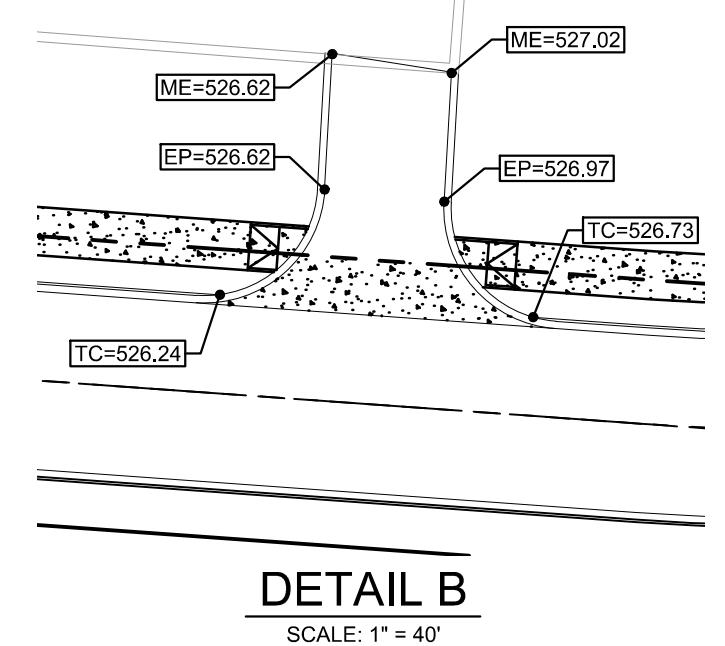
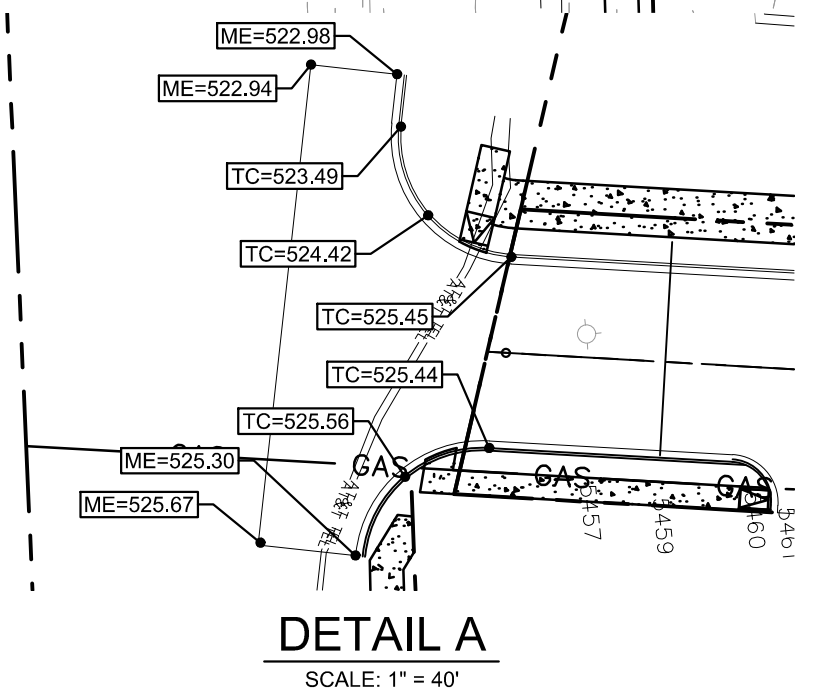
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Plotted By: holloway, Sierra Date: June 12, 2017 02:42:12pm File Path: K:\AUS\Civil\069241704 Las Entradas - Greg Manor\Draw\PlanSheets\C-07 GREG MANOR ROAD (SHEET 1 OF 2).dwg
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LINE	LENGTH	BEARING
L1	182.23'	N8°45'36.67"E
L2	149.64'	N9°37'10.83"E
L3	199.58'	N5°30'59.44"E
L4	66.19'	N5°31'51.31"E
L5	46.84'	N5°31'51.31"E
L6	140.56'	N7°40'11.09"W

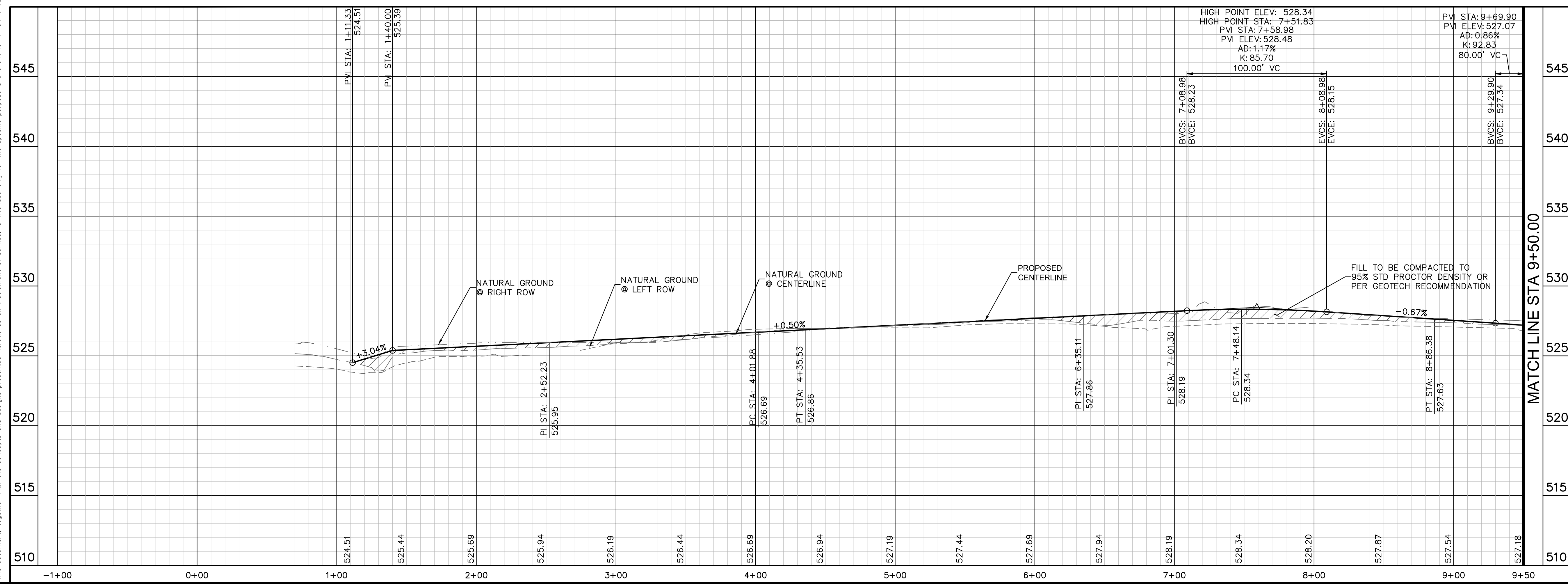
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	470.00'	33.66'	N7°34'05"E	33.65'	4°06'11"	16.84'
C2	600.00'	138.24'	N1°04'10"W	137.93'	13°12'02"	69.43'



SEE PAVING DETAIL FOR TYPICAL PAVING SECTION

- RIGHT OF WAY LINE
- PROPERTY LINE
- ▣ CURB RAMP
- PROPOSED FLOW DIRECTION
- 5' SIDEWALK (UNLESS OTHERWISE NOTED)

GREGG MANOR



PROFILE SCALE
 1" = 40' HORIZONTAL
 1" = 4' VERTICAL

BENCHMARKS
 ADD BENCHMARKS HERE
 BM #1 "X" SET ON TOP OF EDGE CURB, ±1.189.03' SOUTHWESTERLY FROM THE NORTHEASTERLY CORNER OF HEREIN DESCRIBED TRACT. ELEVATION = 563.070'. (X=3171075.66', Y=101,10103113.87')

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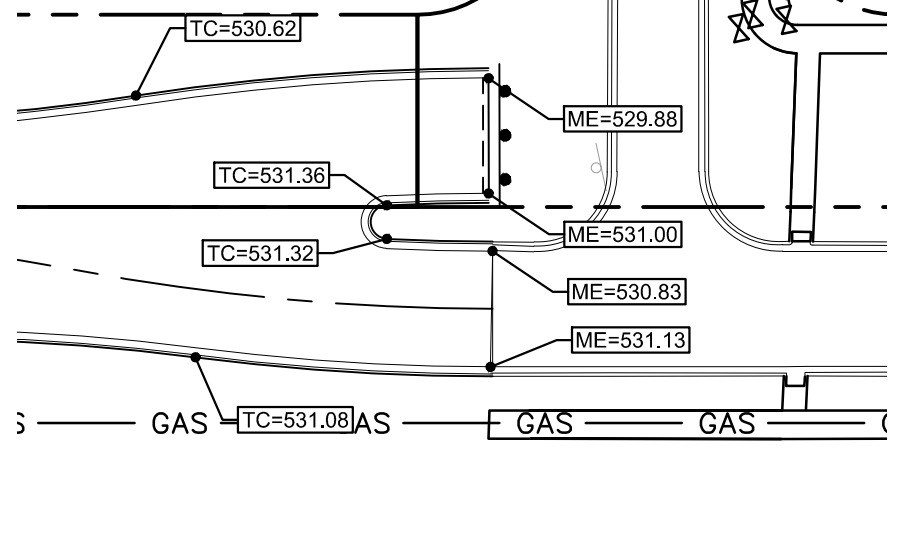
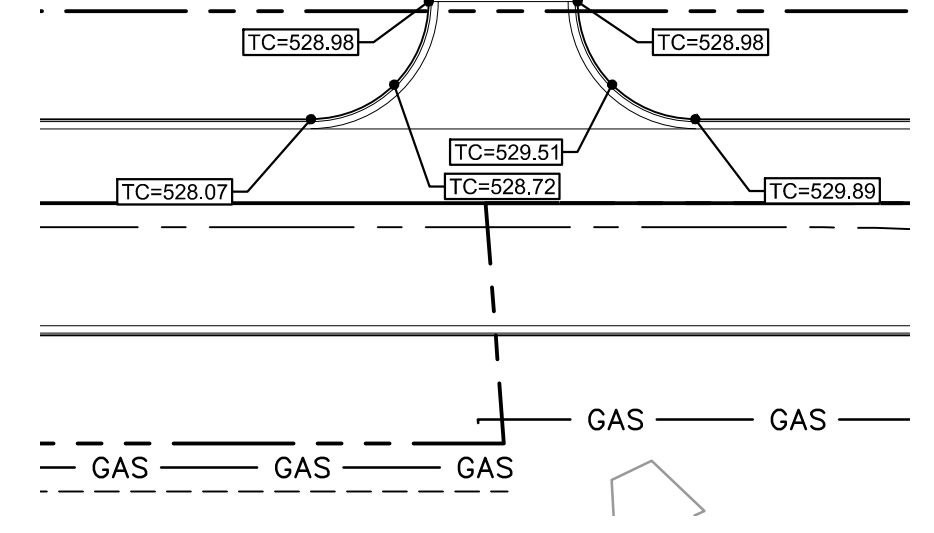
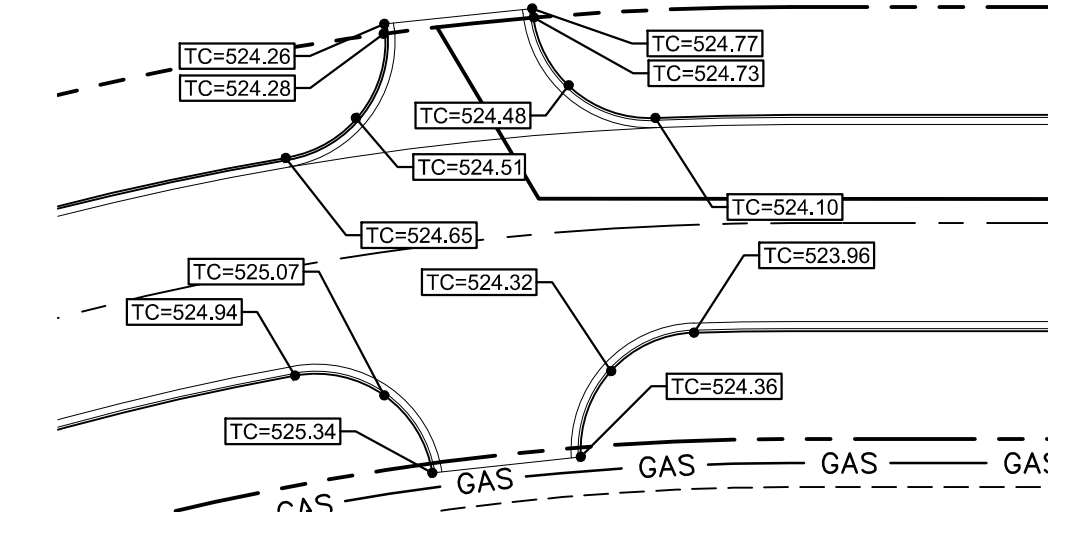
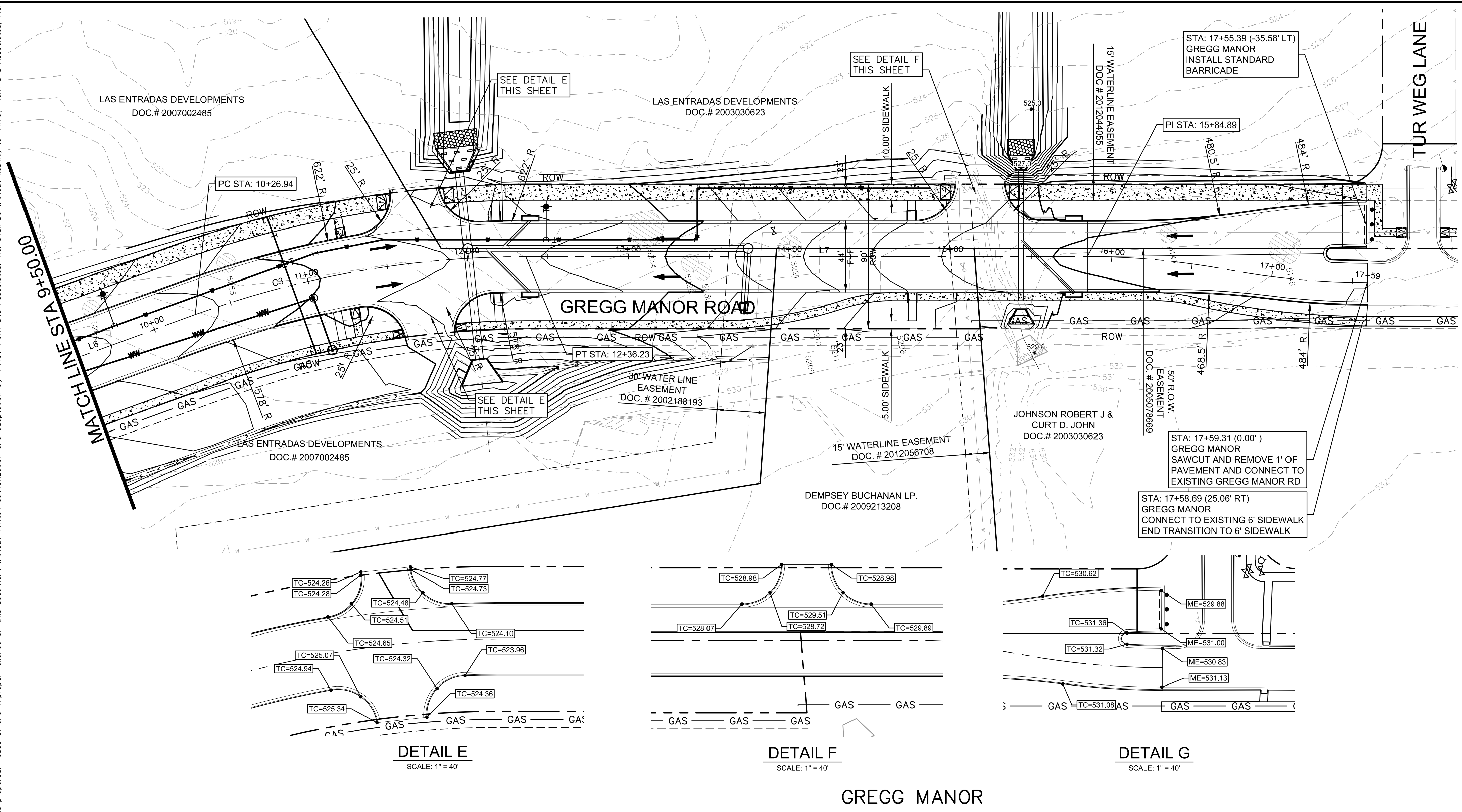
DATE: JUNE 2017
 SCALE: AS SHOWN
 DESIGNED BY: HWH
 DRAWN BY: ORB
 CHECKED BY: HWH

GREGG MANOR ROAD
 (SHEET 1 OF 2)

LAS ENTRADAS - GREGG MANOR
 CITY OF MANOR
 TRAVIS COUNTY, TEXAS

SHEET NUMBER
C-07

Plotted By: Holloway, Sierra Date: June 12, 2017 02:42:26pm File Path: K:\AUS_Civil\069241704_Las Entradas - Greg Manor\Drawings\PlanSheets\C-08 Gregg Manor Road (SHEET 1 OF 2).dwg
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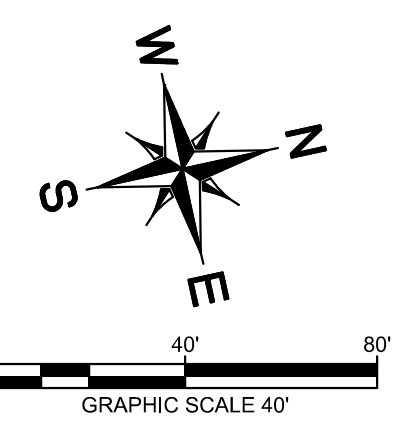


DETAIL E
SCALE: 1" = 40'

DETAIL F
SCALE: 1" = 40'

DETAIL G
SCALE: 1" = 40'

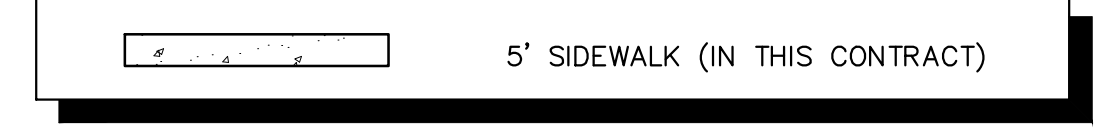
GREGG MANOR



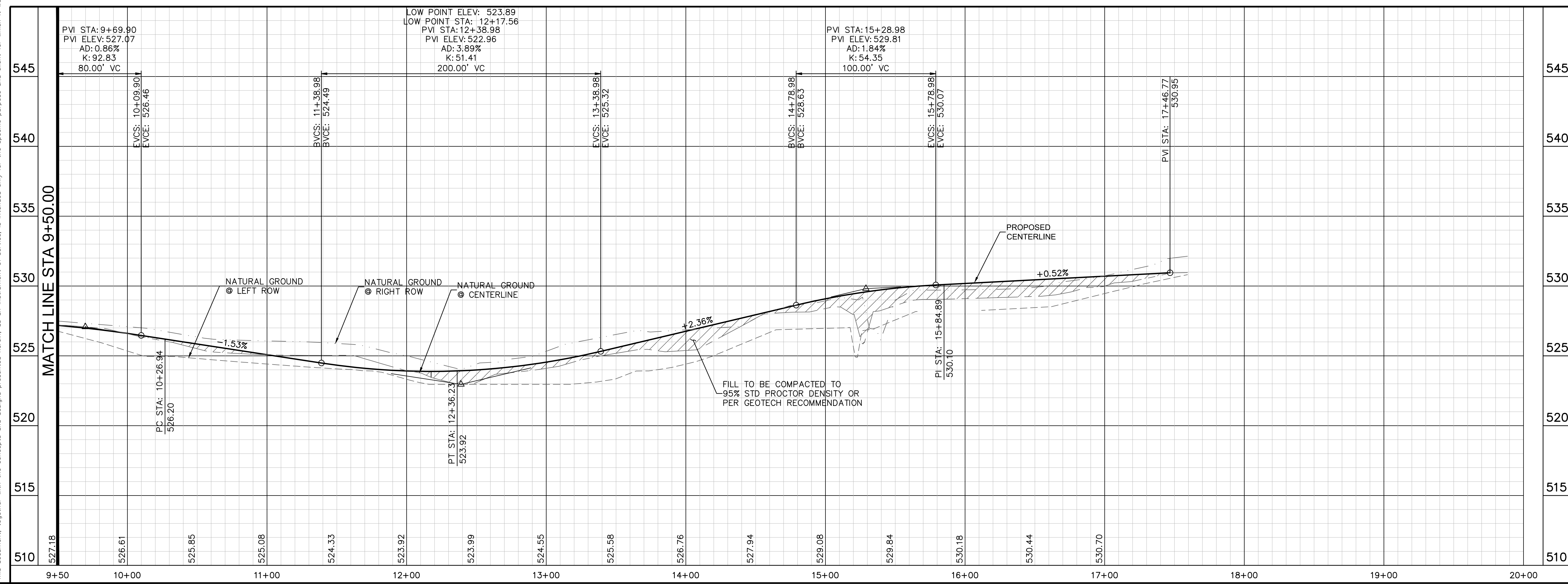
LINE	LENGTH	BEARING
L6	140.56'	N7°40'11.09"W
L7	348.86'	N12°18'59.64"E

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C3	600.00'	209.30'	N2°19'24"E	208.24'	19°59'11"	105.72'

LEGEND



SEE PAVING DETAIL FOR TYPICAL PAVING SECTION



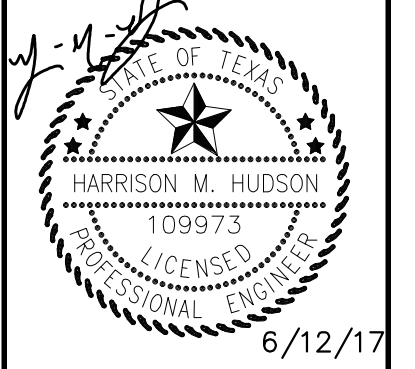
PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

BENCHMARKS

ADD BENCHMARKS HERE
 BM #1 (X) SET ON TOP OF EDGE CURB. ±1.189.03'
 SOUTHWESTERLY FROM THE NORTHEASTERLY
 CORNER OF HEREIN DESCRIBED TRACT. ELEVATION =
 563.070'. (X=3171075.66, Y=101,10103113.87)

NO.	REVISIONS	DATE

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 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT	069241704
DATE	JUNE 2017
SCALE	AS SHOWN
DESIGNED BY	HMH
DRAWN BY	ORB
CHECKED BY	HMH

GREGG MANOR ROAD
(SHEET 2 OF 2)

LAS ENTRADAS -
GREGG MANOR
CITY OF MANOR
TRAVIS COUNTY, TEXAS

SHEET NUMBER
C-08

EXHIBIT D-1
Hill Lane – Shadow View Commercial Section 3 Civil Construction Plans

CIVIL CONSTRUCTION PLANS FOR SHADOWVIEW COMMERCIAL SECTION 3 - HILL LANE CITY OF MANOR, TRAVIS COUNTY, TEXAS

Plotted By: Jones, Kalia Date: June 01, 2021 05:37:00pm File Path: K:\AUS-Civil\069241705-Shadowview-Section 3\Draw\PlanSheets\C-Cover-Sheet.dwg
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ENGINEER / SURVEYOR
Kimley»Horn

10814 JOLLYVILLE ROAD STATE OF TEXAS
AVALLON IV, SUITE 200 REGISTRATION NO. F-928
AUSTIN, TEXAS 78759
PH. (512) 418-1771
CONTACT: BRETT BURKE

OWNER/DEVELOPER

COTTONWOOD HOLDINGS LTD
9900 HIGHWAY 290 EAST
MANOR, TEXAS 78653
TEL: 512.327.7415
CONTACT: DANNY BURNETT



Know what's below.
Call before you dig.

TRAVIS COUNTY ESD NO. 12

REVIEWED BY FIRE PREVENTION DIVISION

APPROVAL EXPIRES AFTER 365 DAYS OF INACTIVITY

APPROVAL SUBJECT TO FIELD INSPECTION AND
REQUIRED TEST(S), NOTATIONS HERON, CONDITIONS
NOTED IN CORRESPONDENCE AND CONFORMANCE WITH
APPLICABLE CODES AND REGULATIONS.

THE STAMPING AND APPROVAL OF THESE PLANS SHALL
NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN
APPROVAL OF, ANY VIOLATIONS OF ANY OF THE
PROVISIONS OF APPLICABLE CODES OR OF ANY OTHER
ORDINANCE OF THIS JURISDICTION.

ANY REVISIONS MADE, AFTER SIGNATURE DATE ARE NOT
VALID UNTIL APPROVED BY TCESD NO. 12 IN WRITING.

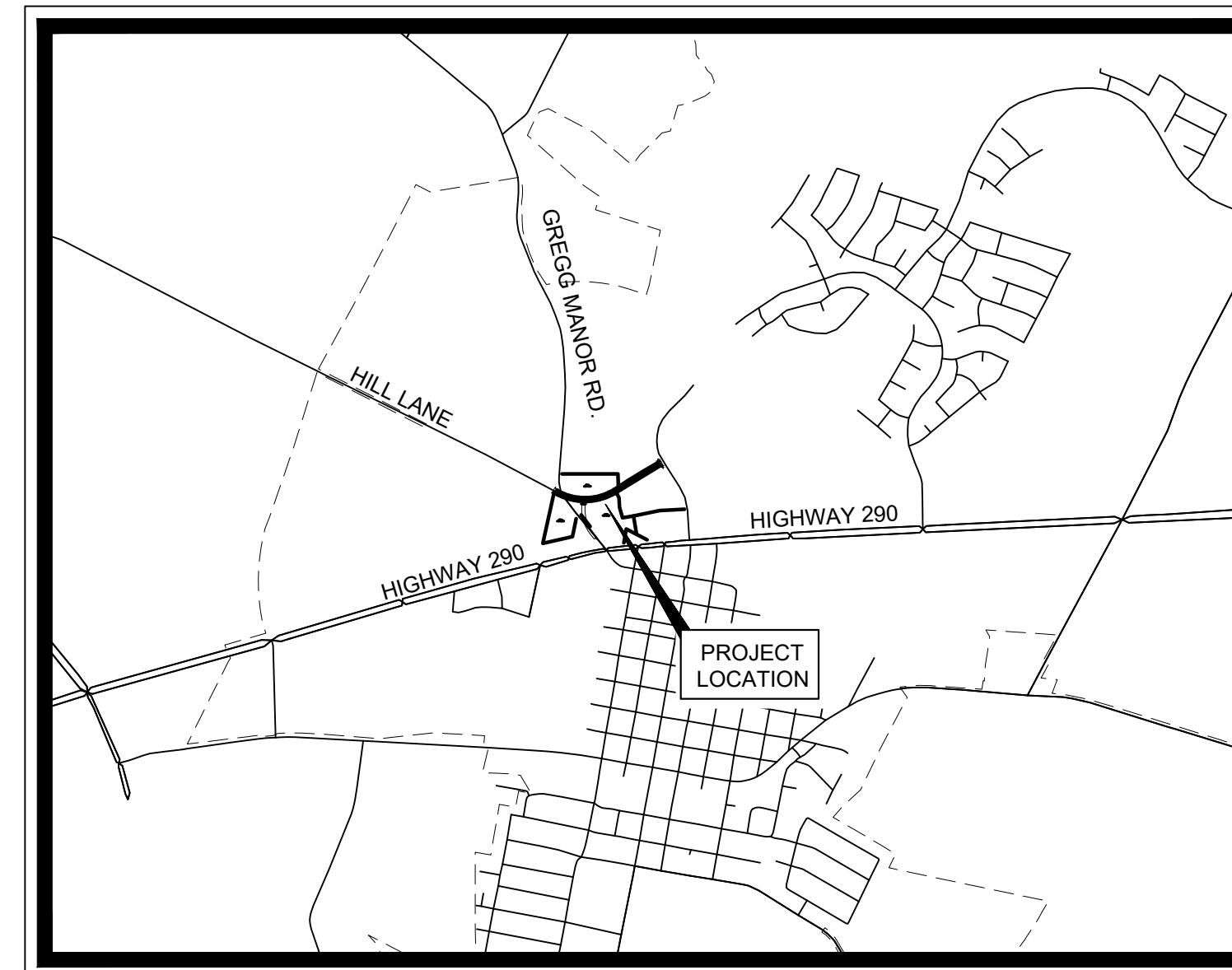
Plan Type: _____

Reviewed by: _____

Date: _____

ONLY STAMPED SHEETS REVIEWED BY TCESD NO. 12

NOTES: _____



VICINITY MAP
SCALE: 1" = 2,000'

LEGAL DESCRIPTION

20.5213 TOTAL ACRES OUT OF THE REMAINDER OF 181.445 ACRES OF THE WILLIAM
STANDERFORD SURVEY NO. 69, ABSTRACT NO. 472, CONVEYED TO SHADOWGLEN
DEVELOPMENT CORPORATION, DOC. #2013110720

3.566 ACRES OF LAND OUT OF THE WILLIAM JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546,
IN TRAVIS COUNTY, TEXAS, BEING ONE AND THE SAME AS SAID TRACT DESCRIBED AS
CONTAINING 5.559 ACRES IN DEED DATED SEPTEMBER 12, 2007 RECORDED IN DOC.
#2007173868.

FEBRUARY 2021

EXHIBIT D-1

SHEET INDEX

Sheet Number	Sheet Title
1	Cover Sheet
2	Final Plat
3	General Notes
4	Existing Conditions & Demo Plan
5	Erosion Control Plan
6	Erosion Control Details
7	Hill Lane (Sheet 1 of 2)
8	Hill Lane (Sheet 2 of 2)
9	Manor Down Road
10	Existing Drainage Area Map
11	Proposed Drainage Area Map
12	Inlet Drainage Area Map
13	Drainage Calculations
14	Storm Plan
15	Storm Sewer Profiles (Sheet 1 of 3)
16	Storm Sewer Profiles (Sheet 2 of 3)
17	Storm Sewer Profiles (Sheet 3 of 3)
18	Wastewater Plan
19	Wastewater Profiles
20	Water Plan
21	Water Profiles
22	Street Light, Sign & Striping Plan (Sheet 1 of 2)
23	Street Light, Sign & Striping Plan (Sheet 2 of 2)
24	Traffic Control and Phasing Plan
25	Paving Details (Sheet 1 of 2)
26	Paving Details (Sheet 2 of 2)
27	Drainage Details
28	Utility Details (Sheet 1 of 2)
29	Utility Details (Sheet 2 of 2)
30	Traffic Control Details (Sheet 1 of 4)
31	Traffic Control Details (Sheet 2 of 4)
32	Traffic Control Details (Sheet 3 of 4)
33	Traffic Control Details (Sheet 4 of 4)
34	Overall Landscape Plan
35	Landscaping Plans (Sheet 1 of 4)
36	Landscaping Plans (Sheet 2 of 4)
37	Landscaping Plans (Sheet 3 of 4)
38	Landscaping Plans (Sheet 4 of 4)
39	Landscape Details Notes and Calcs

REVIEWED BY: _____ DATE
DIRECTOR OF DEVELOPMENT SERVICES

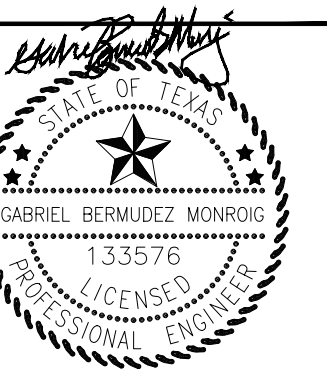
REVIEWED BY: _____ DATE
DEPARTMENT OF PUBLIC WORKS

REVIEWED BY: _____ DATE
CITY ENGINEER

REVIEWED BY: _____ DATE
TRAVIS COUNTY ESD NO. 12

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF
MANOR AND TRAVIS COUNTY ESD NO. 12 MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER. REVIEW OF THE SUBMITTED MATERIALS
DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY
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COMPLIANCE BY THE CITY ENGINEER.

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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



05/04/2021
KHA PROJECT NO. 069241705
DATE: FEBRUARY 2021
SCALE: AS SHOWN
DESIGNED BY: HMW
DRAWN BY: ORB
CHECKED BY: RJS

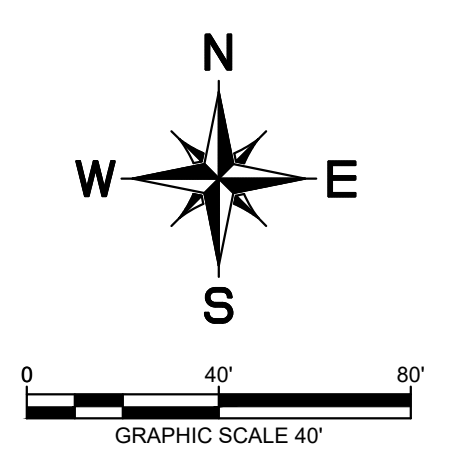
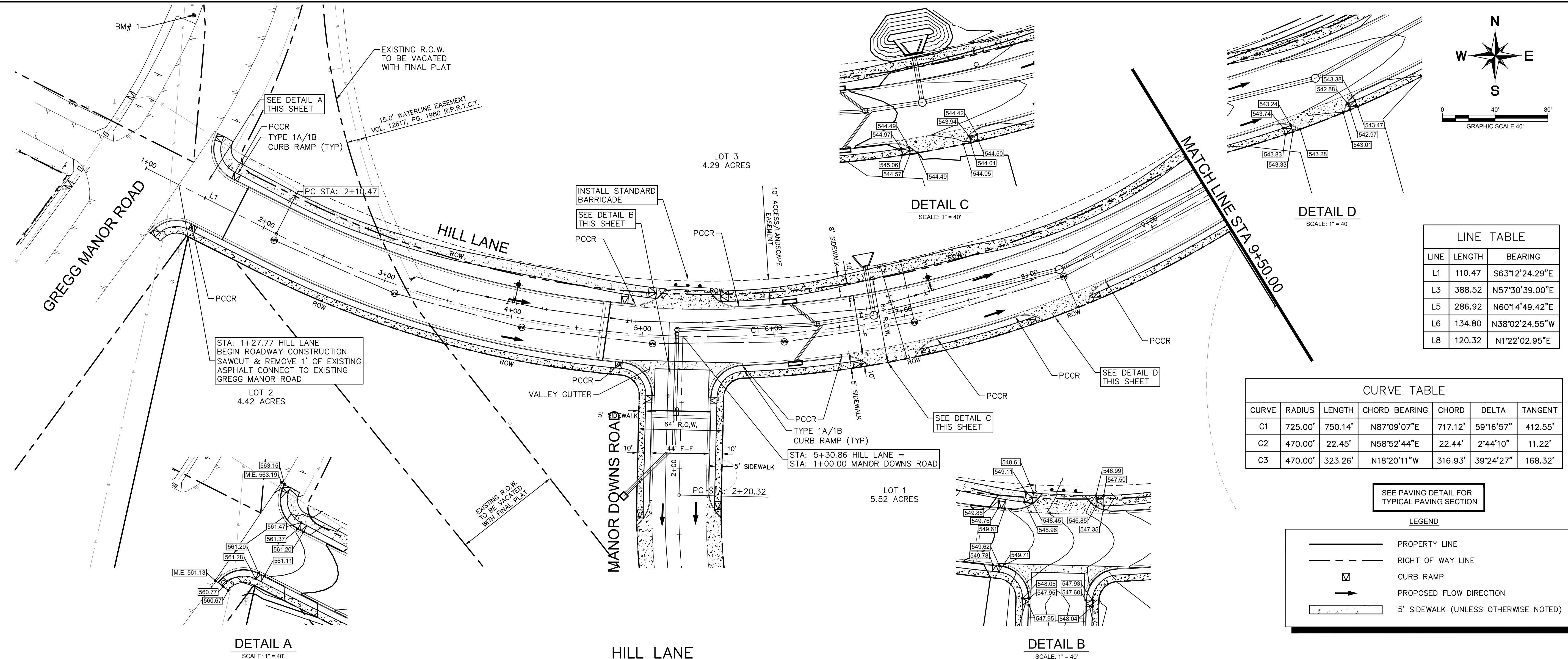
COVER SHEET

SHADOWVIEW
COMMERCIAL SECTION 3 -
HILL LANE
CITY OF MANOR
TRAVIS COUNTY, TEXAS

SHEET NUMBER
1

Item 2. DATE B. REVISIONS No. SHADOWVIEW - SECTION 3 - HILL LANE CONSTRUCTION PLANS

Plotted By: Jones, Kalia Date: June 01, 2021 05:40:21pm File Path: K:\AUS_Civil\069241705_Shadowview_Section 3\Draw\PlanSheets\C-9_Manor Down Road.dwg
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LINE TABLE		
LINE	LENGTH	BEARING
L1	110.47	S63°12'24.29"E
L3	388.52	N57°30'39.00"E
L5	286.92	N60°14'49.42"E
L6	134.80	N38°02'24.55"W
L8	120.32	N1°22'02.95"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	725.00'	750.14'	N87°09'07"E	717.12'	59°16'57"	412.55'
C2	470.00'	22.45'	N58°52'44"E	22.44'	2°44'10"	11.22'
C3	470.00'	323.26'	N18°20'11"W	316.93'	39°24'27"	168.32'

SEE PAVING DETAIL FOR TYPICAL PAVING SECTION

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- CURB RAMP
- PROPOSED FLOW DIRECTION
- 5' SIDEWALK (UNLESS OTHERWISE NOTED)

NO.	REVISIONS	DATE

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05/04/2021

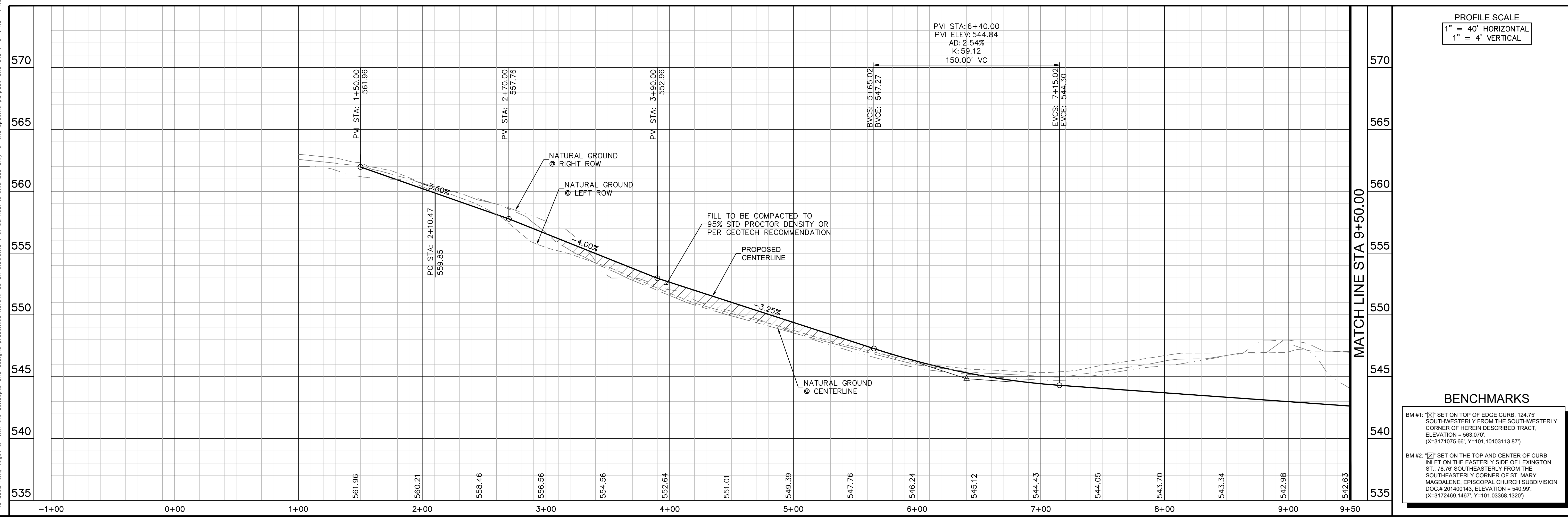
KHA PROJECT: 069241705
 DATE: FEBRUARY 2021
 SCALE: AS SHOWN
 DESIGNED BY: HMH
 DRAWN BY: ORB
 CHECKED BY: RJS

SHADOWVIEW COMMERCIAL SECTION 3 - HILL LANE (SHEET 1 OF 2)

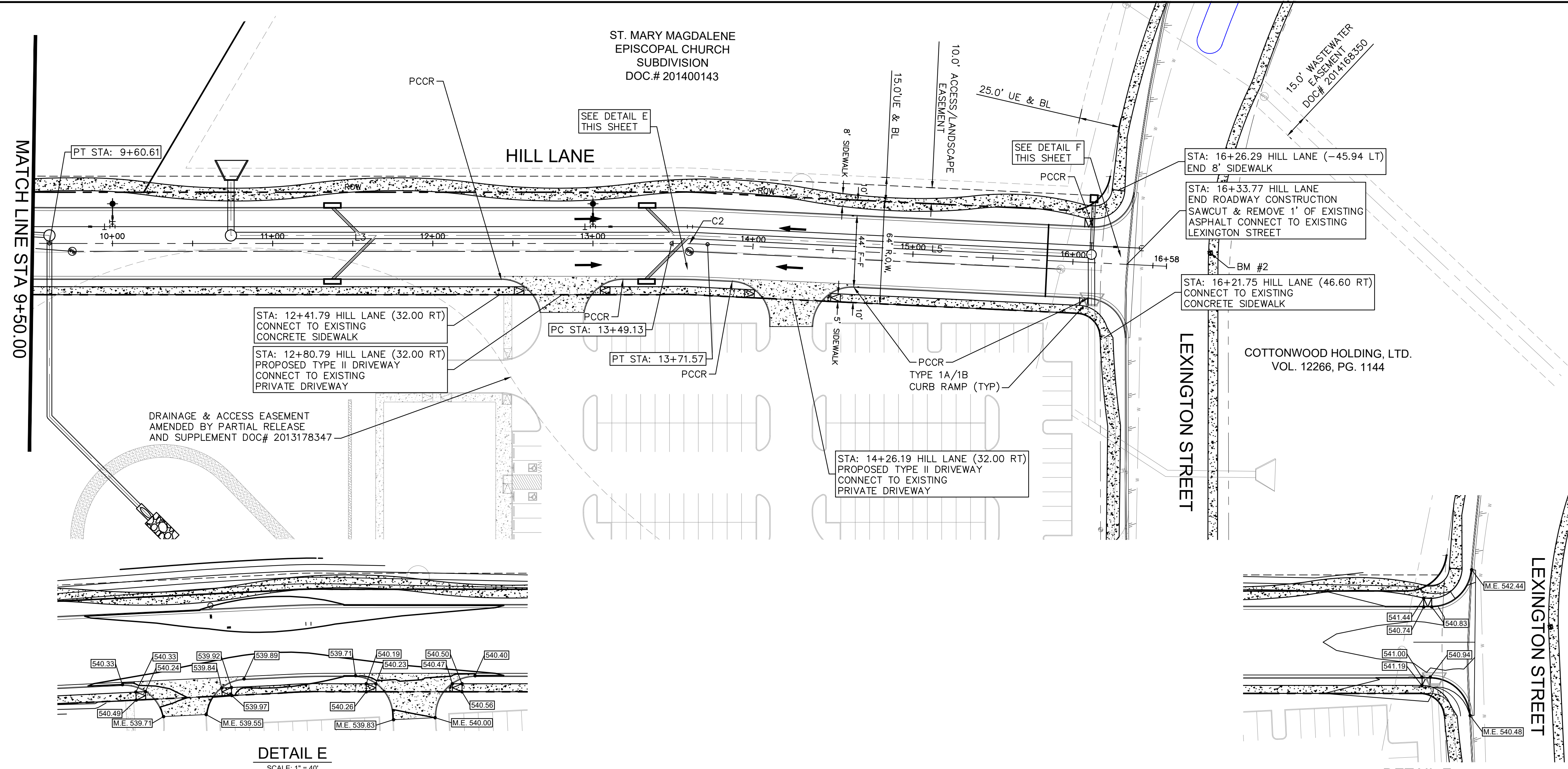
HILL LANE (SHEET 1 OF 2)

CITY OF MANOR, TRAVIS COUNTY, TEXAS

SHEET NUMBER **7**



Plotted By: Jones, Kalia Date: June 01, 2021 05:40:28pm File Path: K:\AUS_Civil\069241705_Shadowview_Section_3\Drawn\PlanSheets\C-9_Memor_Down_Road.dwg
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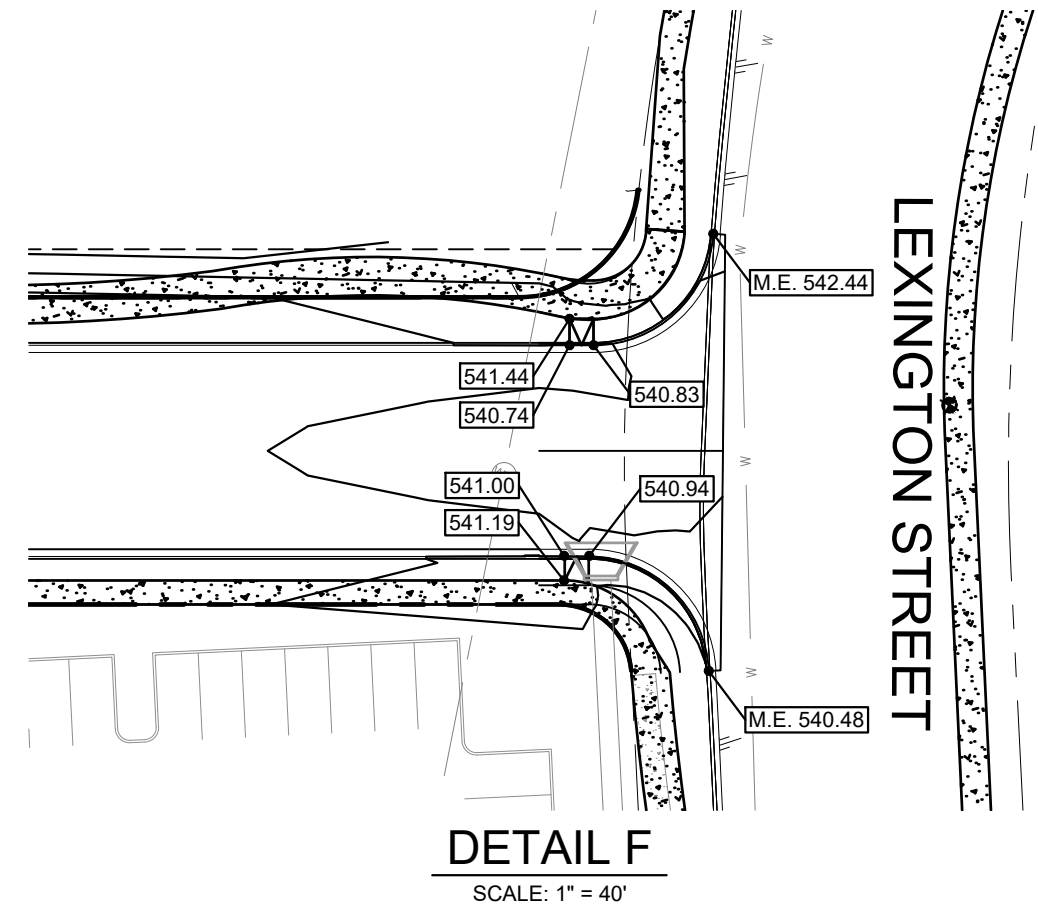
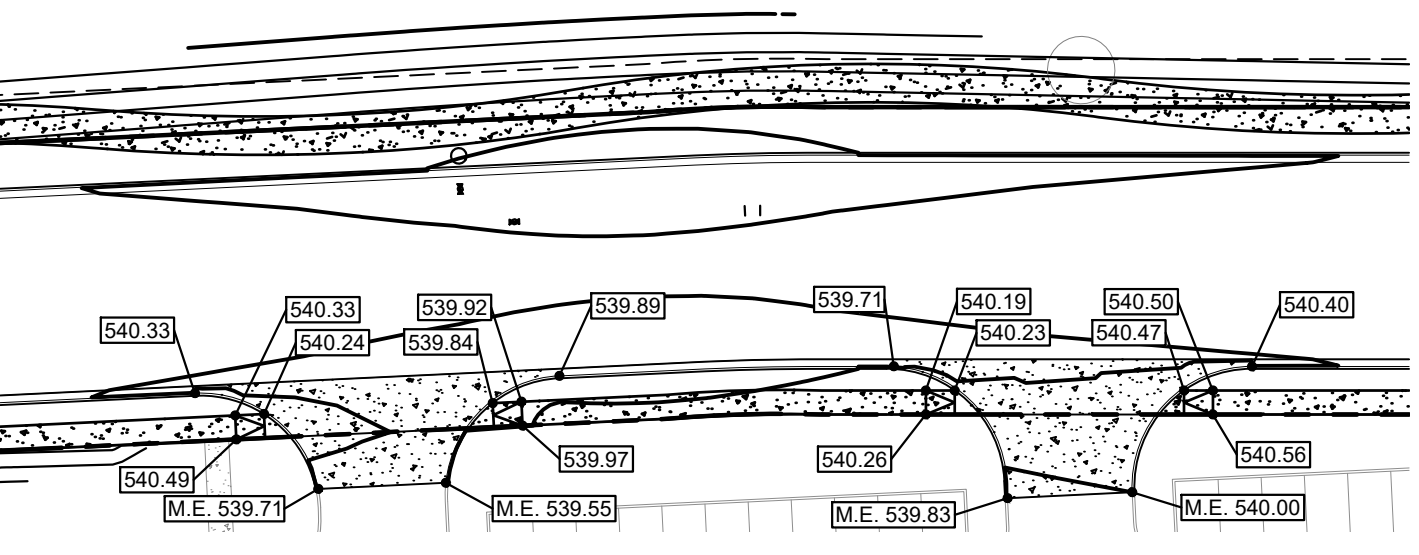


LINE TABLE

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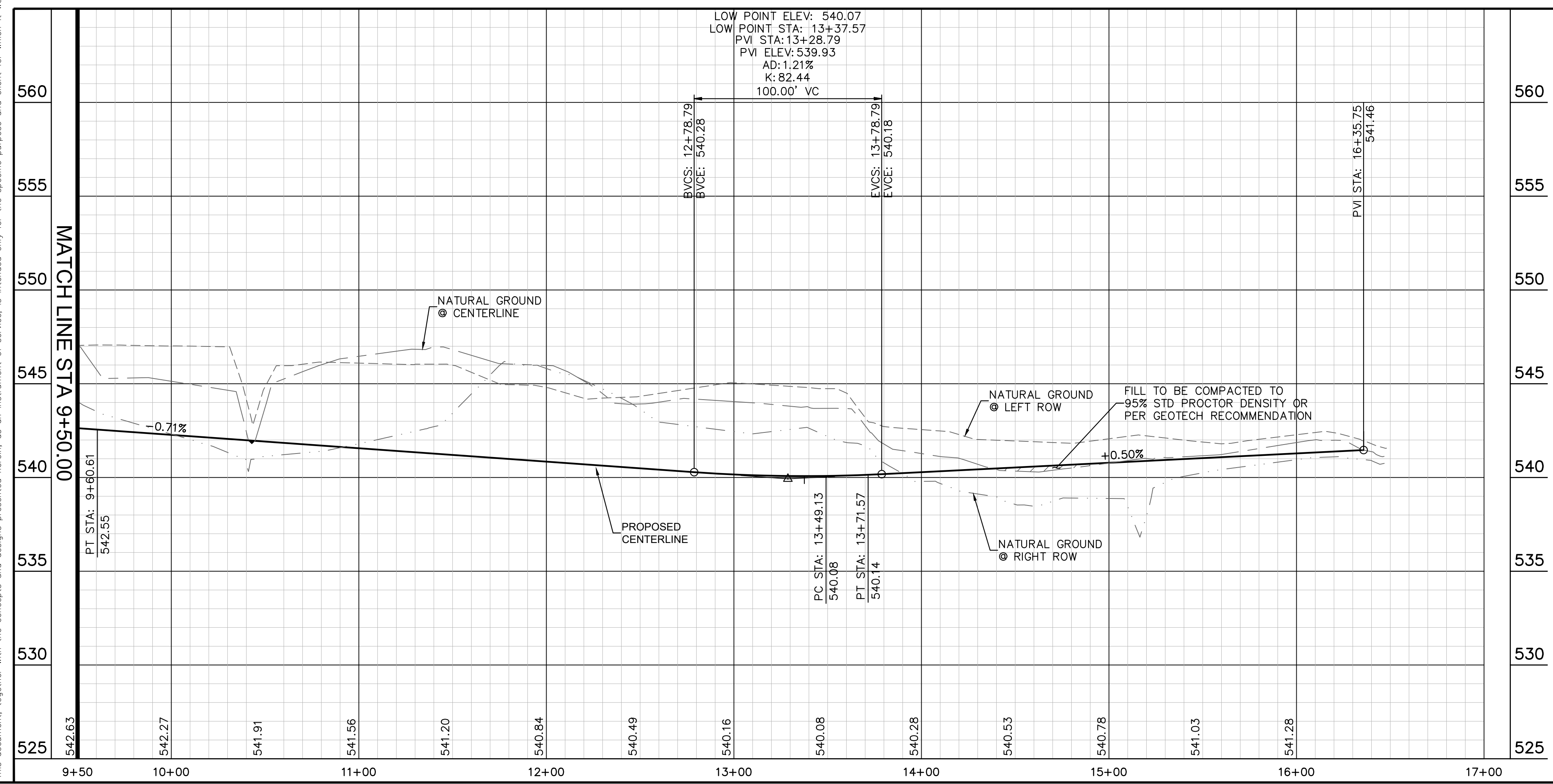


SEE PAVING DETAIL FOR TYPICAL PAVING SECTION

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- CURB RAMP
- PROPOSED FLOW DIRECTION
- 5' SIDEWALK (UNLESS OTHERWISE NOTED)

HILL LANE



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

BENCHMARKS

BM #1: [Symbol] SET ON TOP OF EDGE CURB, 124.75' SOUTHWESTERLY FROM THE SOUTHWESTERLY CORNER OF HEREIN DESCRIBED TRACT, ELEVATION = 563.07'. (X=3171075.66, Y=101,10103113.87)

BM #2: [Symbol] SET ON THE TOP AND CENTER OF CURB INLET ON THE EASTERLY SIDE OF LEXINGTON ST., 78.76' SOUTHEASTERLY FROM THE SOUTHEASTERLY CORNER OF ST. MARY MAGDALENE, EPISCOPAL CHURCH SUBDIVISION DOC.# 201400143, ELEVATION = 540.99'. (X=3172469.1467, Y=101,03368.1320)

NO.	REVISIONS	DATE

Kimley»Horn

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TEXAS REGISTERED ENGINEERING FIRM F-928

05/04/2021

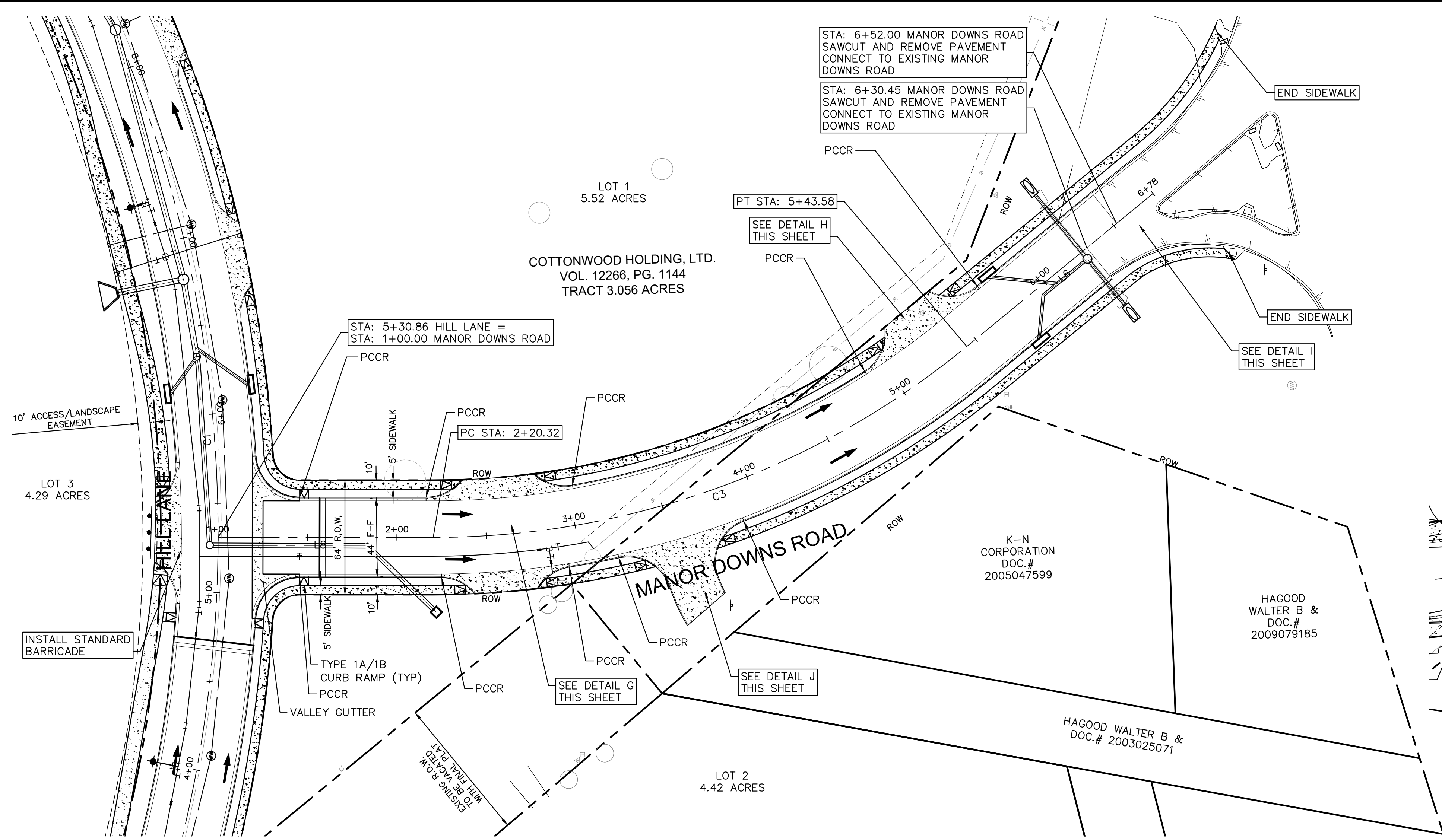
KHA PROJECT: 069241705
DATE: FEBRUARY 2021
SCALE: AS SHOWN
DESIGNED BY: HWH
DRAWN BY: ORB
CHECKED BY: RJS

**HILL LANE
(SHEET 2 OF 2)**

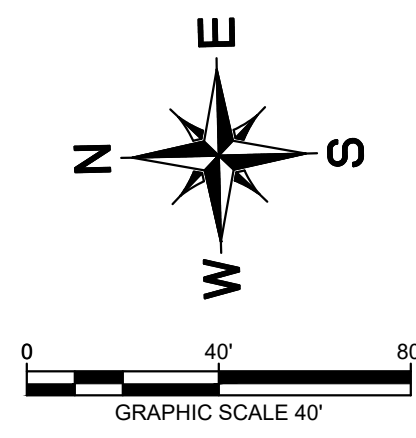
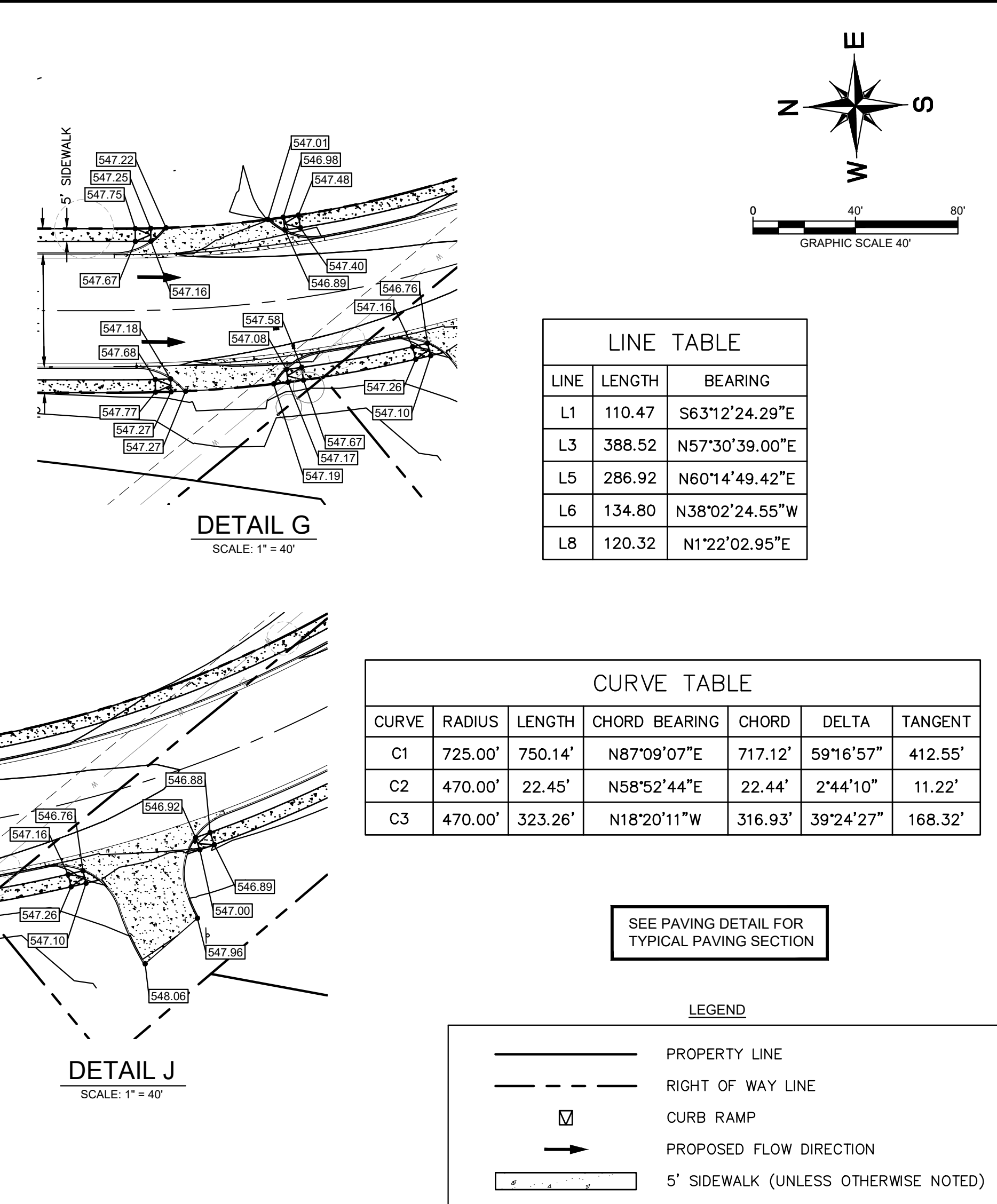
**SHADOWVIEW
COMMERCIAL SECTION 3 -
HILL LANE
CITY OF MANOR
TRAVIS COUNTY, TEXAS**

SHEET NUMBER
8

Plotted By: Jones, Kalia Date: June 01, 2021 05:40:41pm File Path: K:\AUS_Civil\069241705_Shadowview_Section 3\Drawn\PlanSheets\C-9_Manor Down Road.dwg
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MANOR DOWNS ROAD

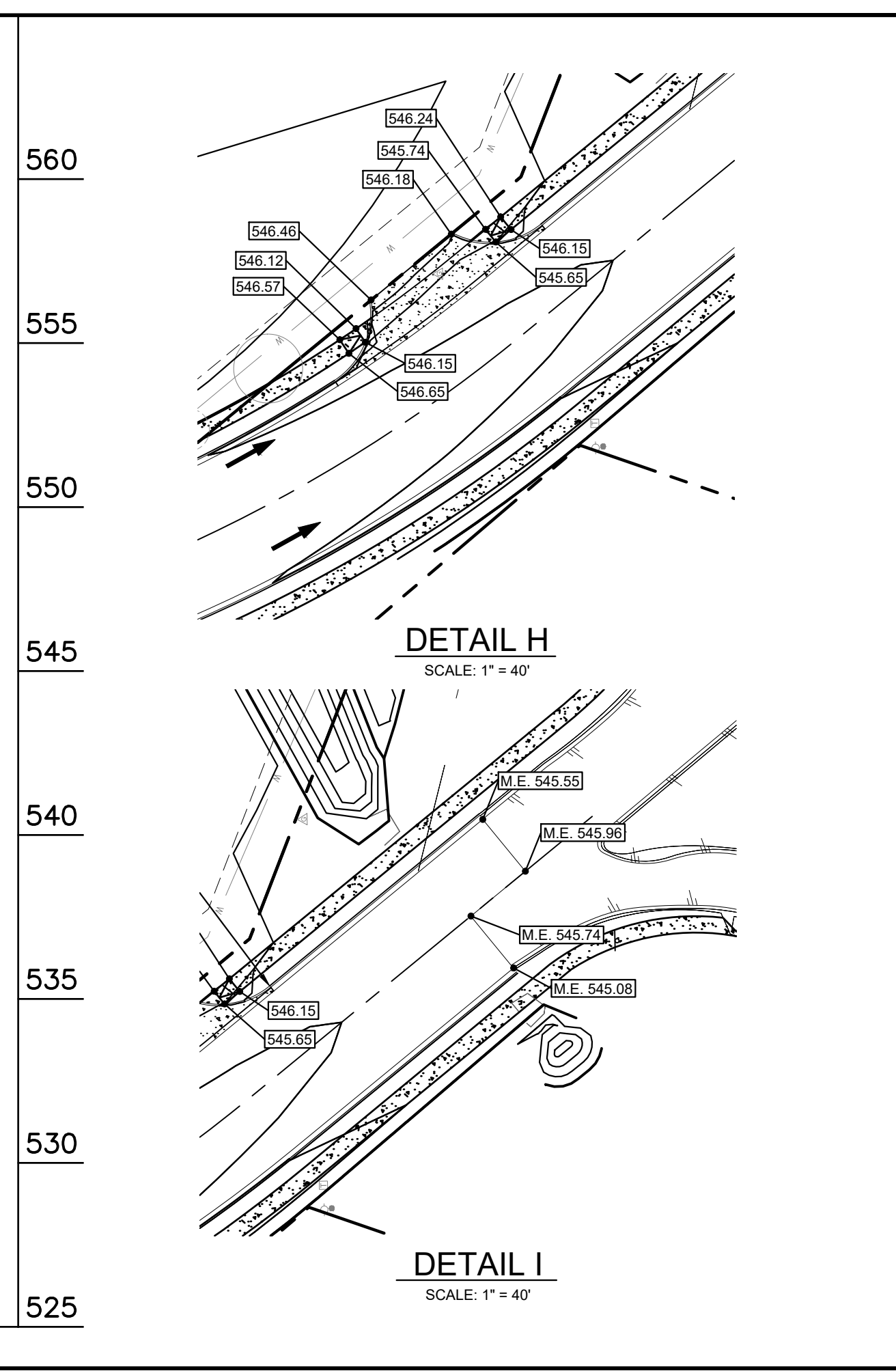
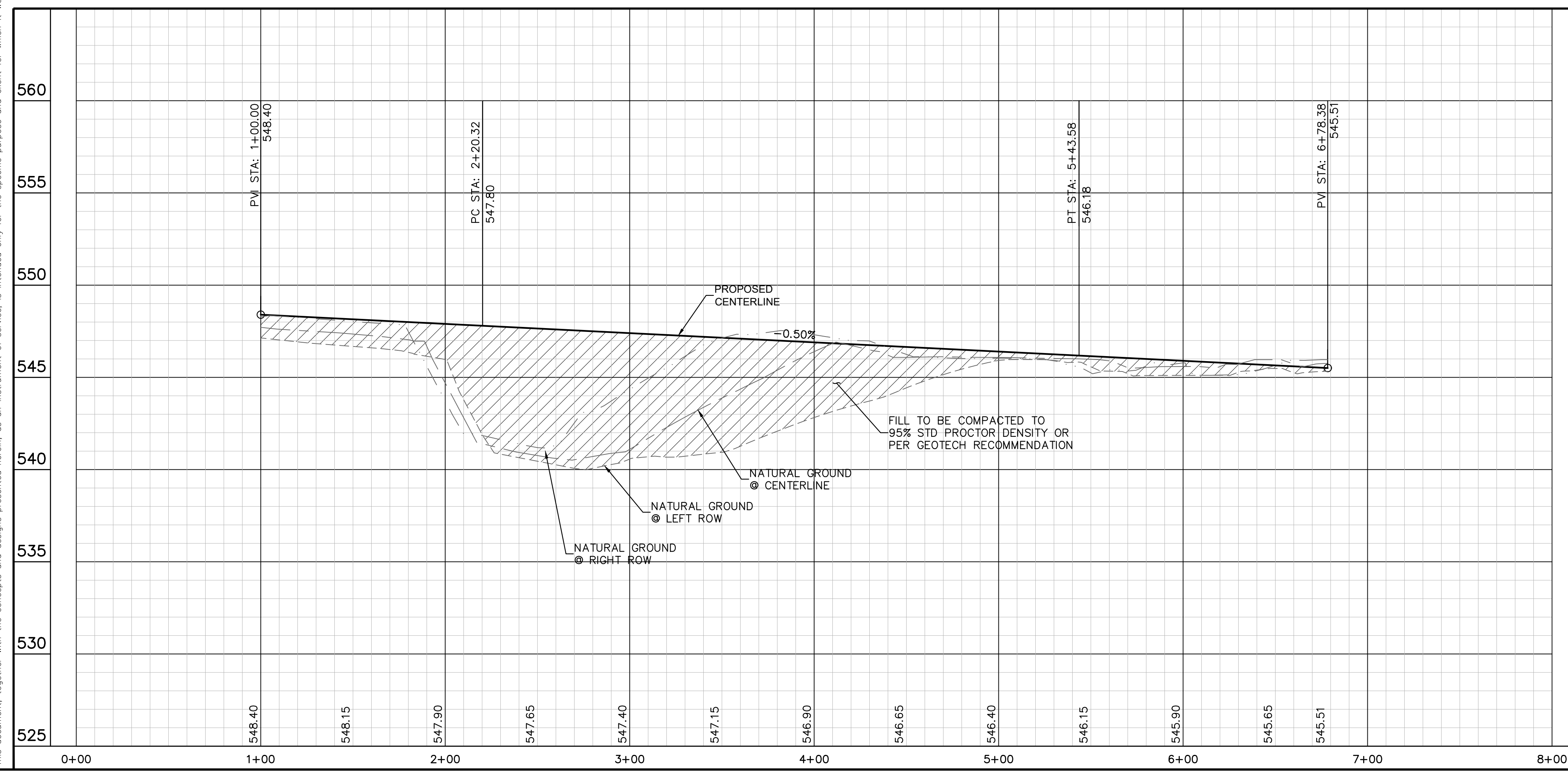
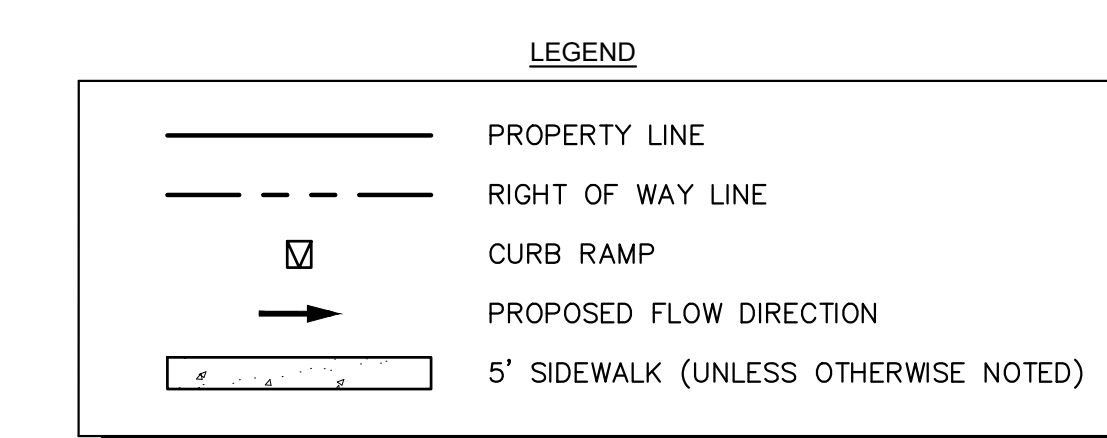


LINE TABLE

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PROFILE SCALE
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BENCHMARKS

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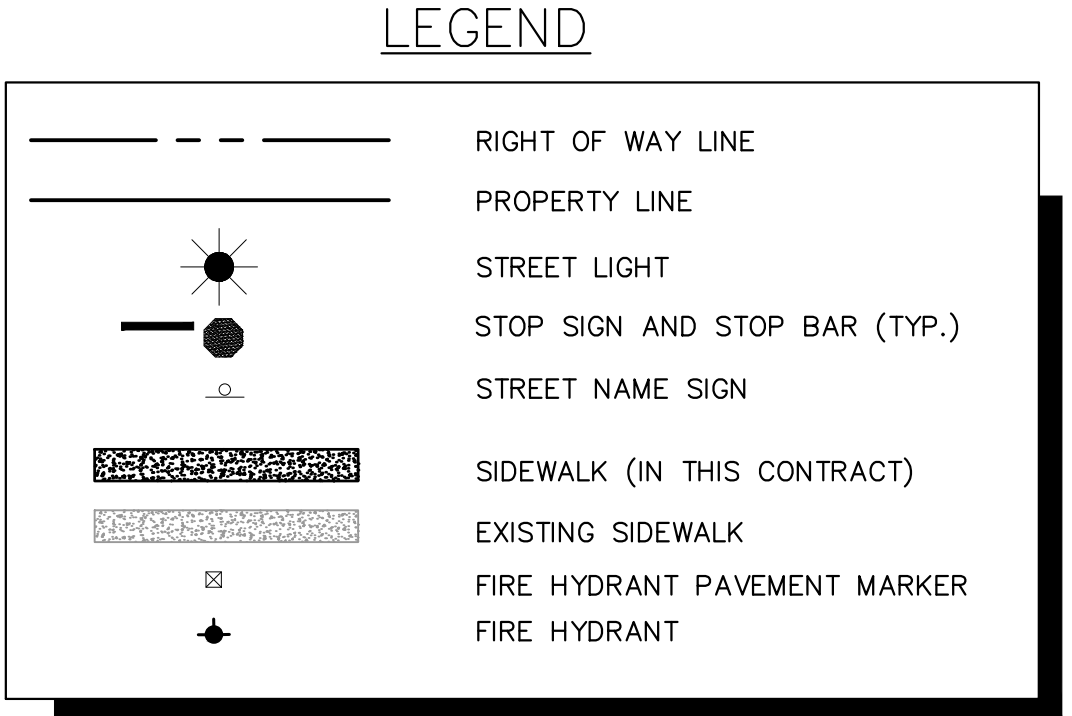
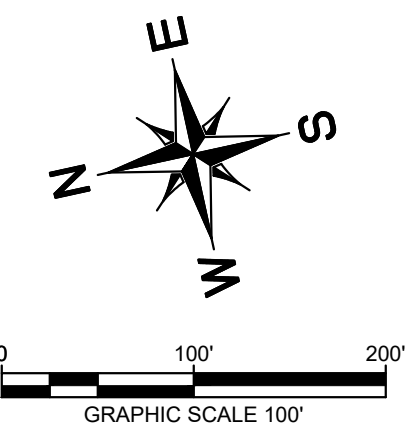
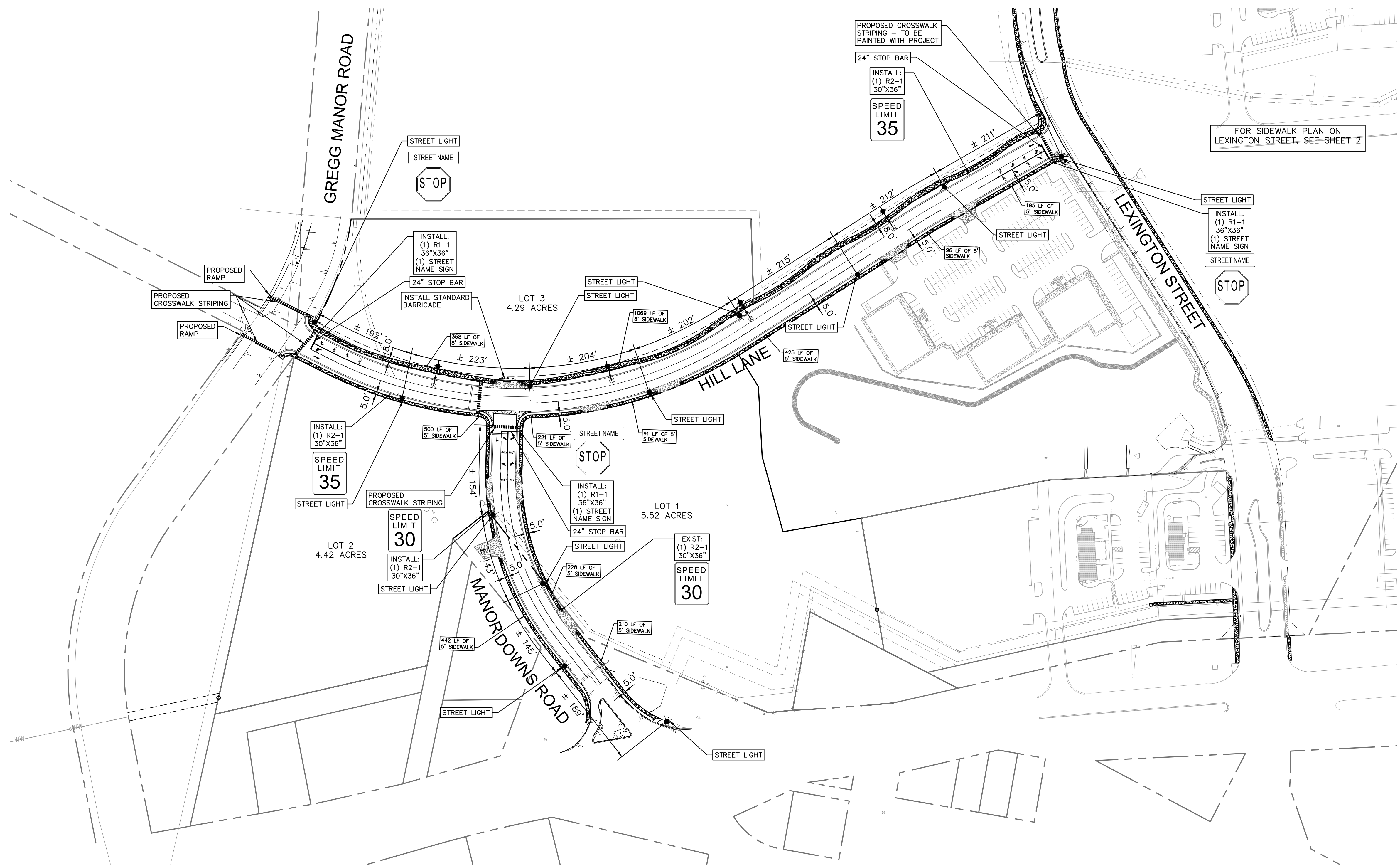
DATE: _____
 REVISIONS: _____
 No. _____

SHADOWVIEW COMMERCIAL SECTION 3 - HILL LANE
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

SHEET NUMBER **9**

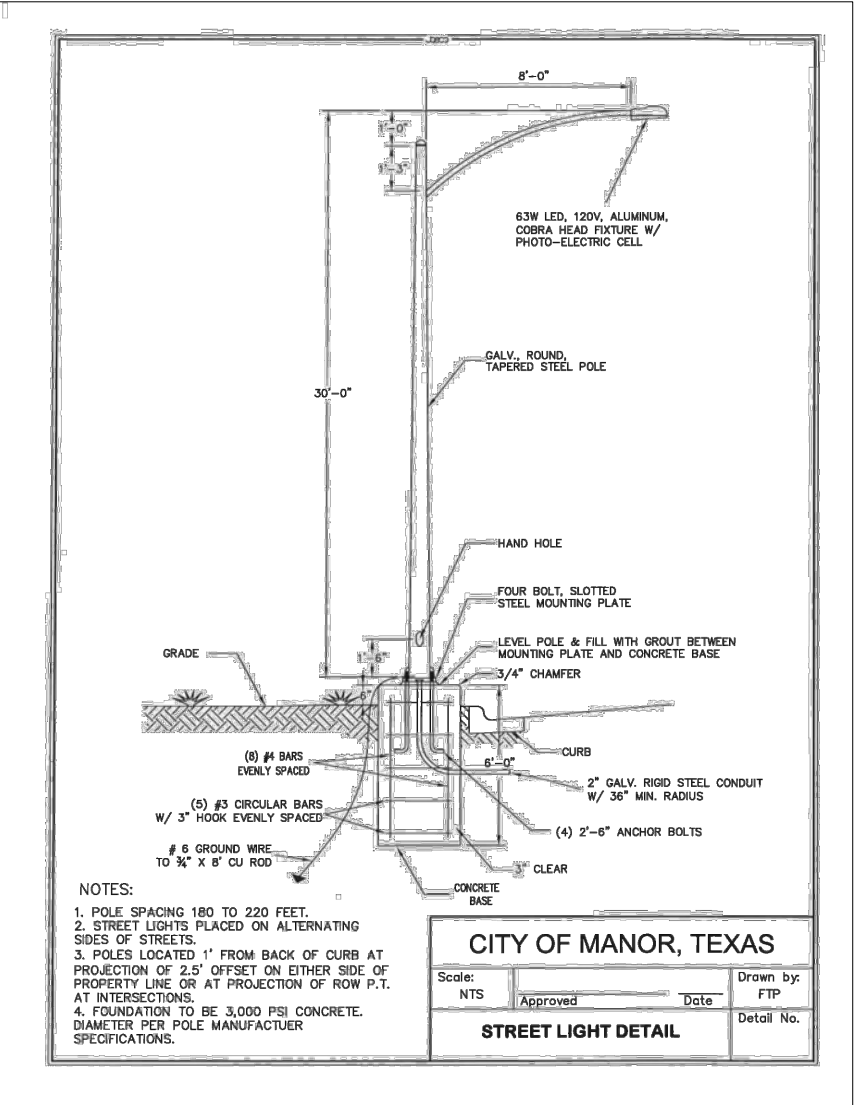
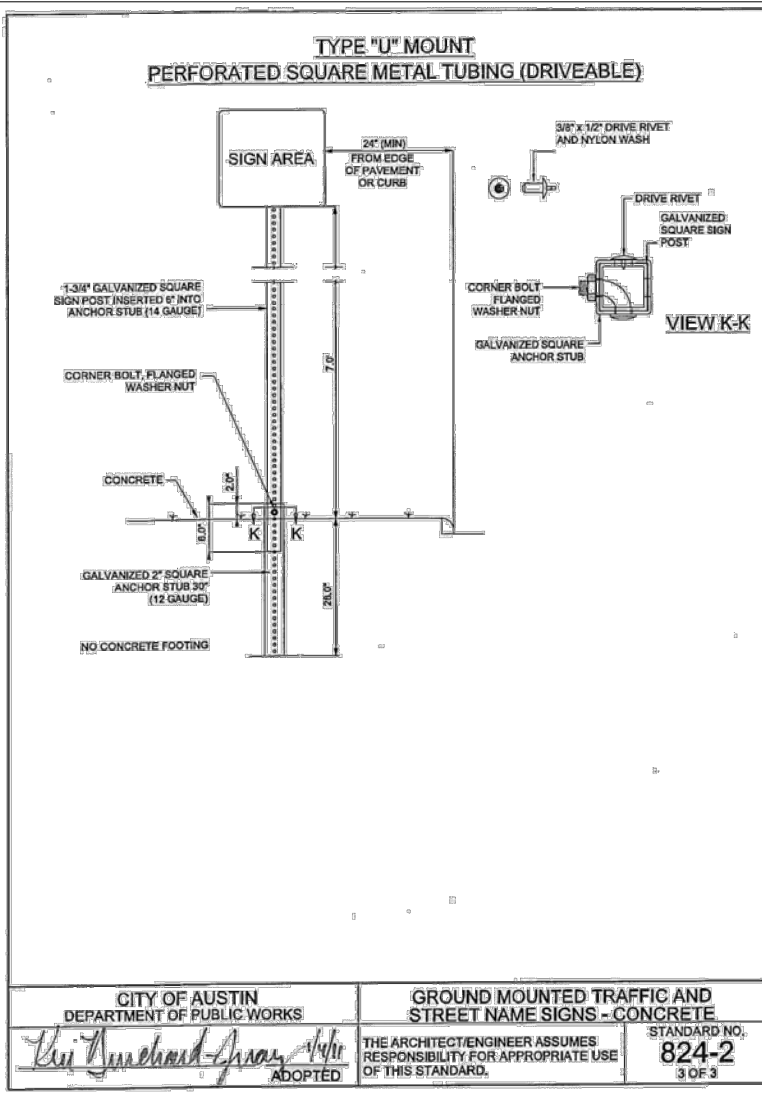
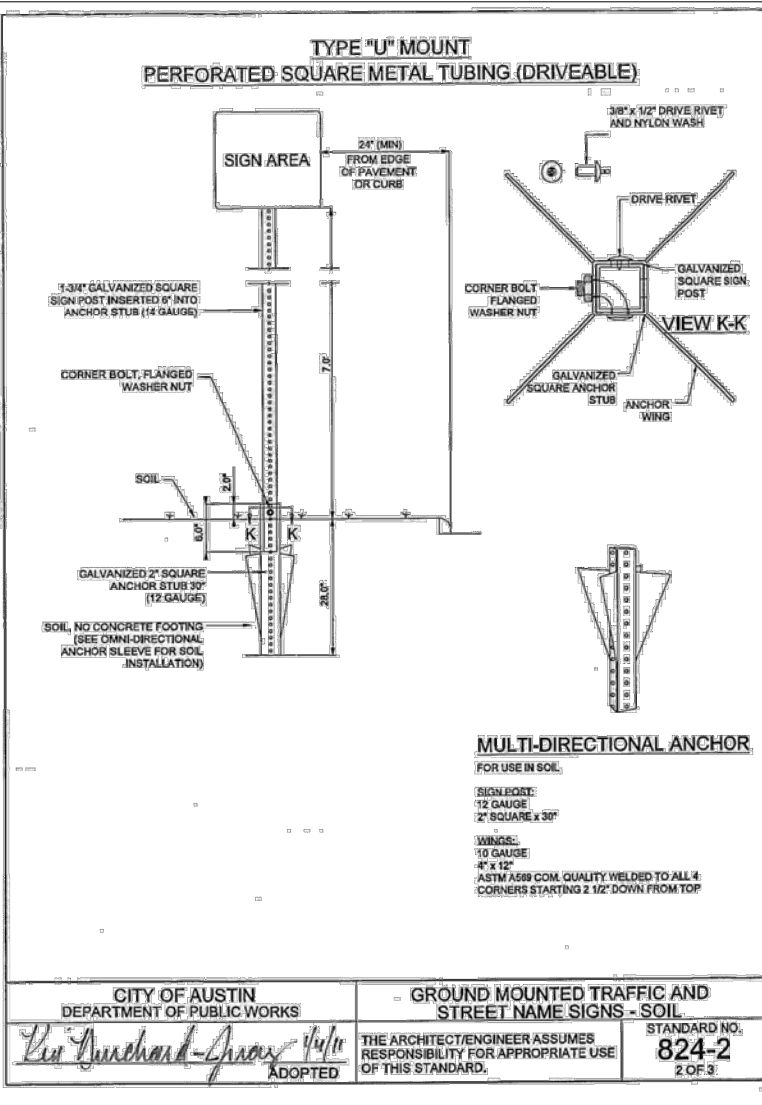
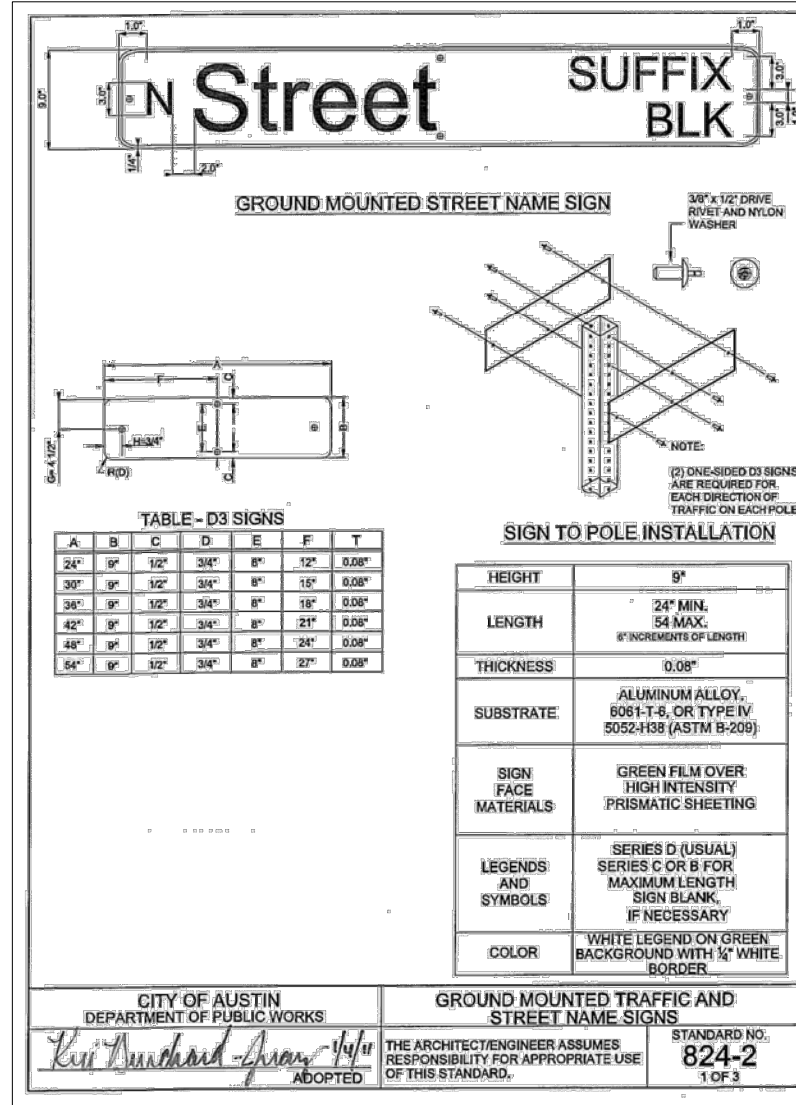
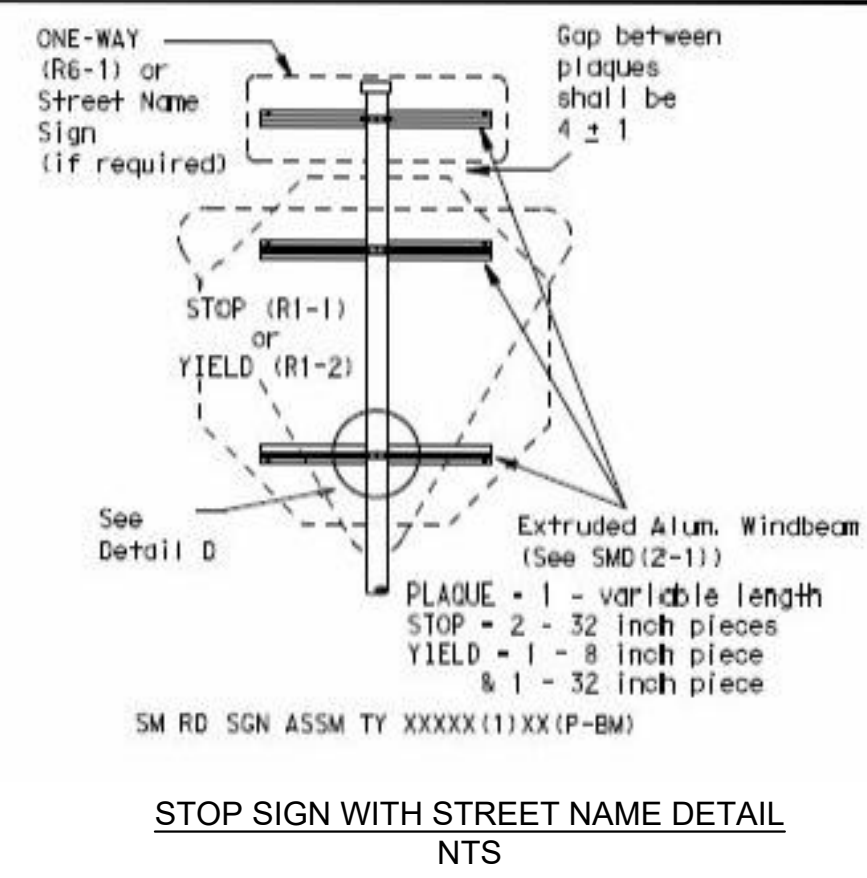
EXHIBIT D-2
Hill Lane – Street Light, Sign and Striping Plan

Plotted By: Bermudez, Gabriel Date: June 10, 2021 10:05:22am File Path: \\K:\AUS_Civil\069241705_Shadowview Section 3\Drawn\PlanSheets\C-22_Street Light, Sign & Striping Plan.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



REFER TO SHEET 26 FOR PAVEMENT MARKING STANDARD DETAILS.

- NOTES:**
1. ALL SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
 2. THE BOTTOM OF ALL STREET SIGNS SHALL BE A MINIMUM OF 7 FEET ABOVE FINISHED GRADE.
 3. ALL DIMENSIONS ARE TO BACK OF CURB.
 4. ALL STREET LIGHTING DESIGN TO BE FINALIZED BY OTHERS.
 5. ALL "STOP" SIGNS TO BE R1-1.
 6. CONTRACTOR TO BUILD SIDEWALK ALONG LEXINGTON STREET ON GRADE AT MINIMUM WIDTHS SHOWN ON PLANS.



SHADOWVIEW COMMERCIAL SECTION 3 - HILL LANE CITY OF MANOR TRAVIS COUNTY, TEXAS

STREET LIGHT, SIGN & STRIPING PLAN (SHEET 1 OF 2)

SHEET NUMBER 22

Kimley-Horn

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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

05/04/2021

KHA PROJECT 069241705
DATE FEBRUARY 2021
SCALE: AS SHOWN
DRAWN BY: HWH
CHECKED BY: RJS

Professional Engineer License 133576

NO.	REVISIONS	DATE

EXHIBIT D-2

Plotted By: Bermudez, Gabriel Date: June 10, 2021 10:05:29am File Path: \\AUS-Civil\069241705_Shadowview_Section 3\Drawn\PlanSheets\C-22_Street Light Sign & Striping Plan.dwg
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SHADOWGLEN GOLF L P
 LOTS 1-3 & 89.9029AC OF LOT 4
 SHADOWGLEN GOLF COURSE
 (OPEN SPACE)

544 LF OF
 6' SIDEWALK

355 LF OF
 6' SIDEWALK

375 LF OF
 6' SIDEWALK

1032 LF OF
 6' SIDEWALK

48 LF OF 6'
 SIDEWALK

135 LF OF
 8' SIDEWALK

ST. MARY MAGDALENE
 EPISCOPAL CHURCH
 SUBDIVISION
 DOC.# 201400143

COTTONWOOD HOLDING, LTD.
 VOL. 12266, PG. 1144

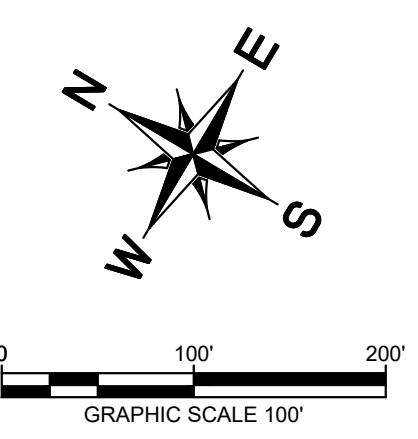
LEXINGTON STREET

US HIGHWAY 290 E

HILL LANE

REMOVE 4' SIDEWALK AND
 REPLACE WITH 135 LF OF 8'
 SIDEWALK

REMOVE 4' SIDEWALK AND
 REPLACE WITH 148 LF OF 5'
 SIDEWALK

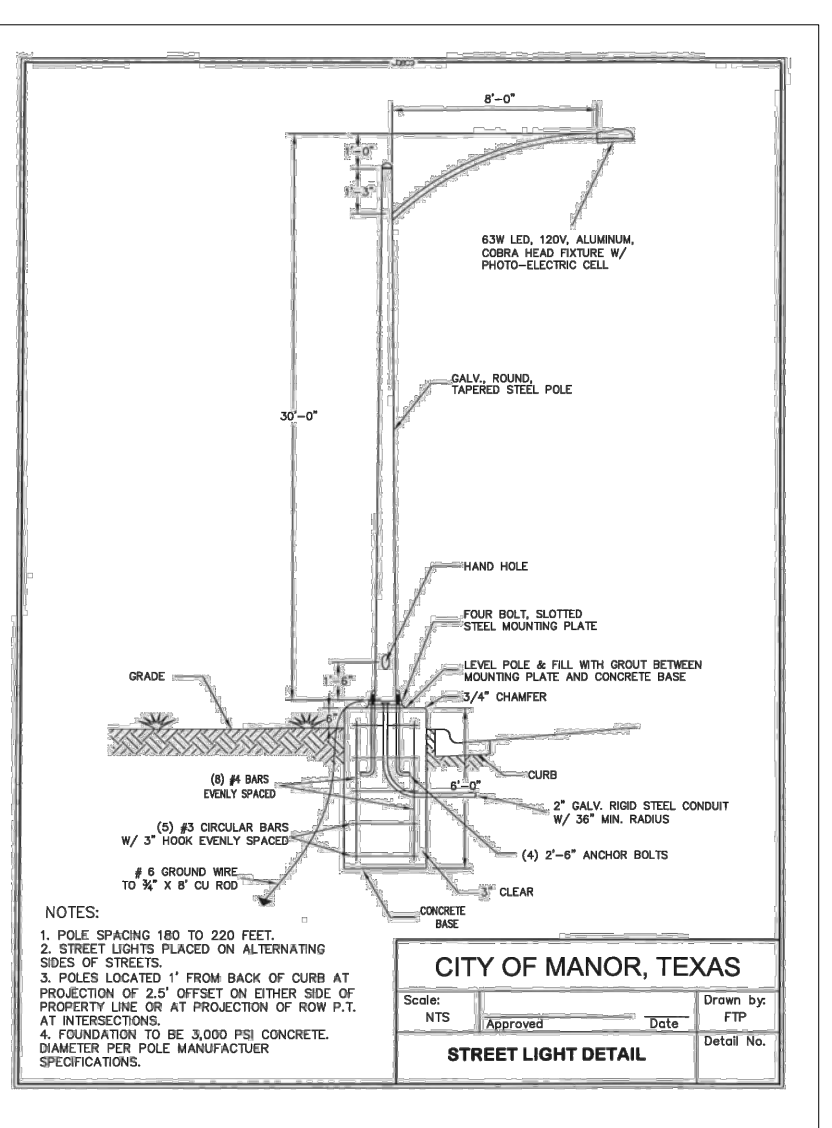
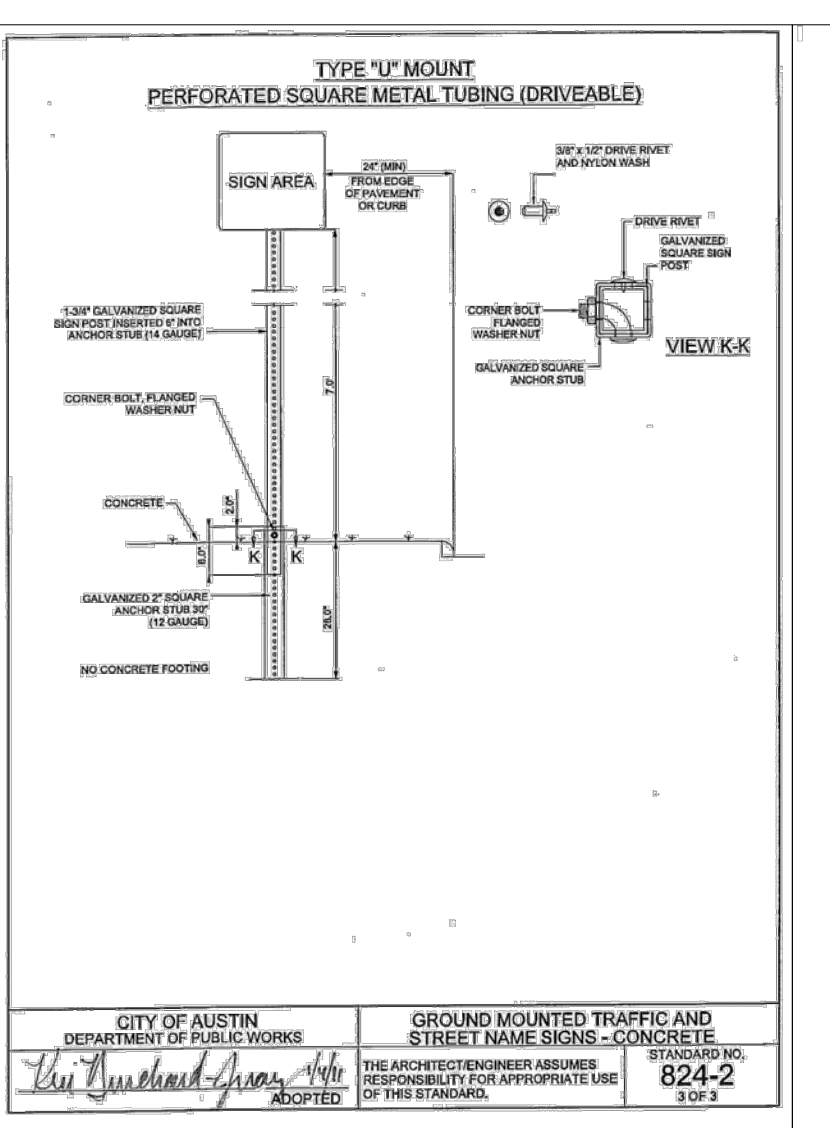
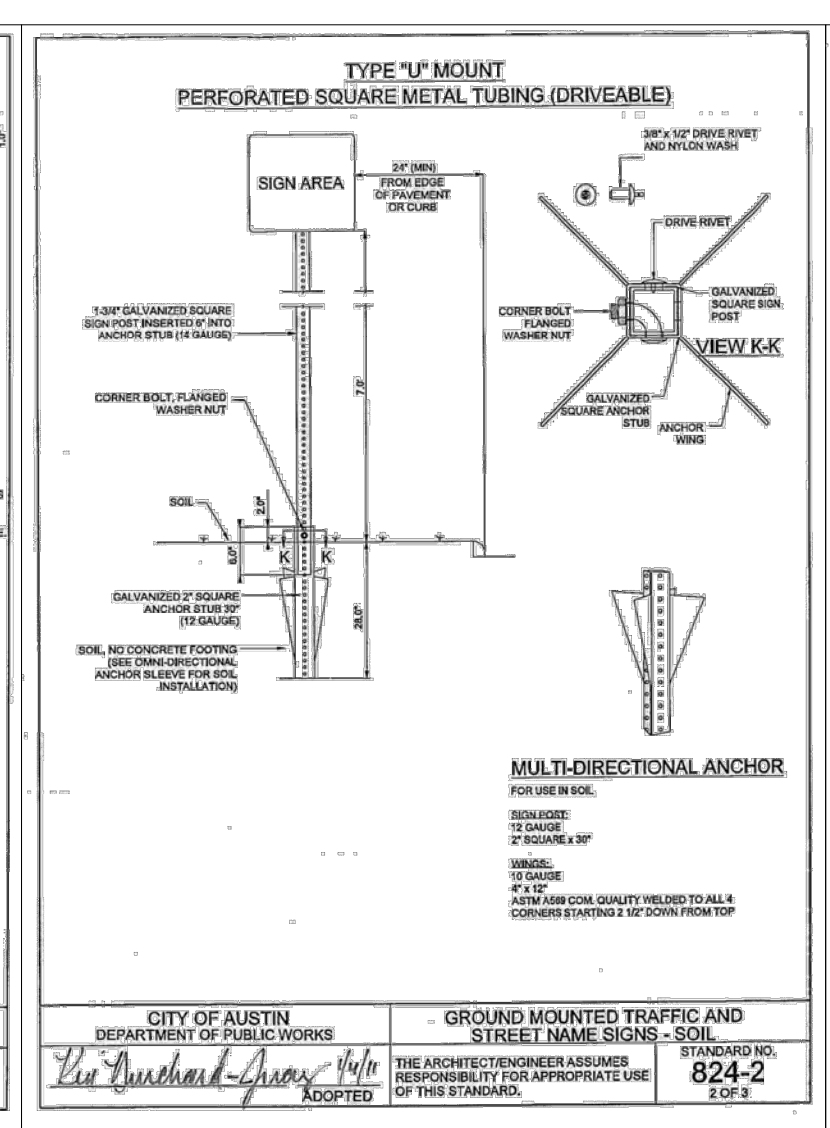
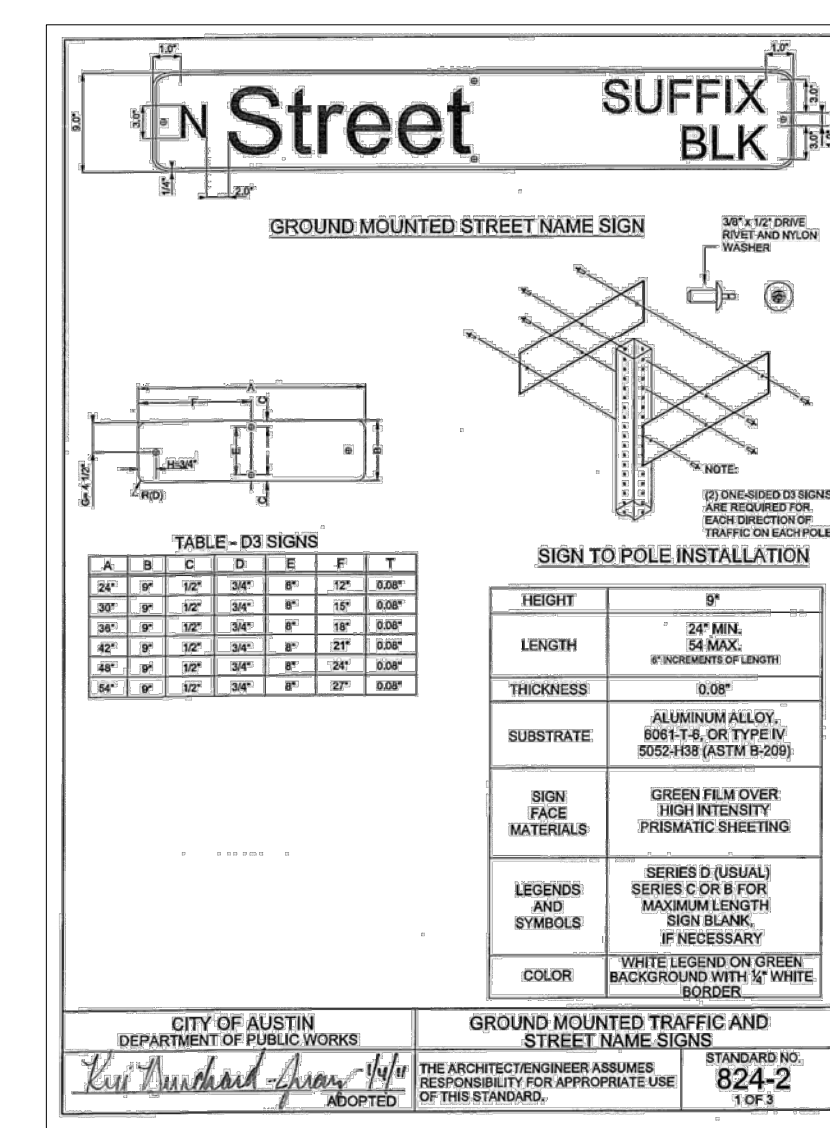
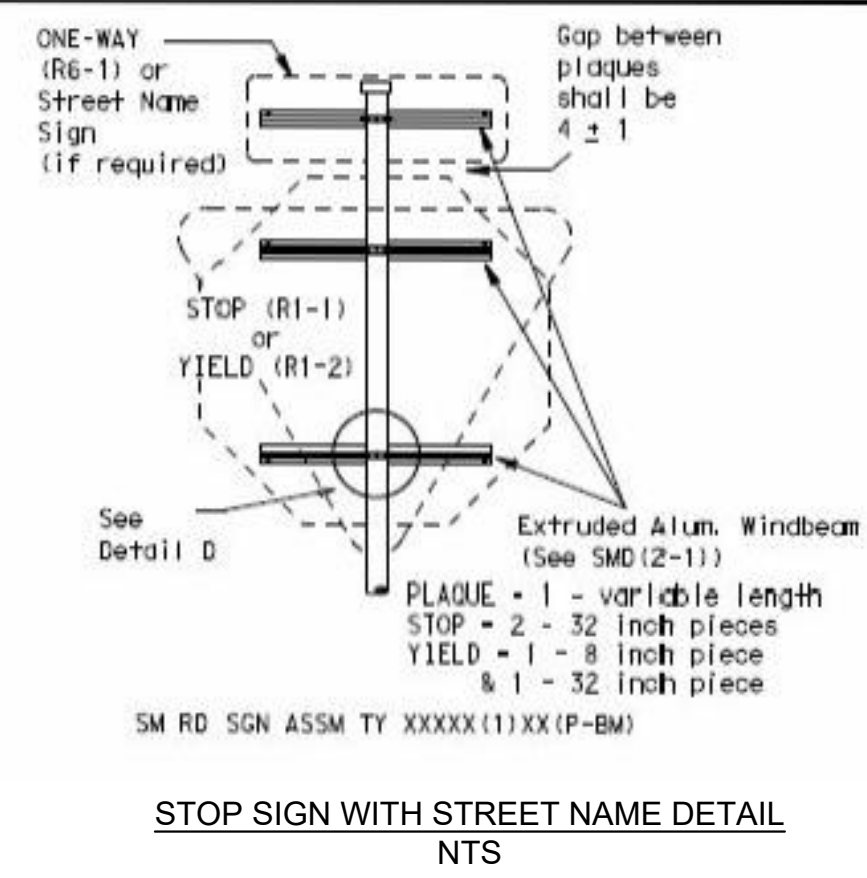


LEGEND

	RIGHT OF WAY LINE
	PROPERTY LINE
	STREET LIGHT
	STOP SIGN AND STOP BAR (TYP.)
	STREET NAME SIGN
	SIDEWALK (IN THIS CONTRACT)
	EXISTING SIDEWALK
	FIRE HYDRANT PAVEMENT MARKER
	FIRE HYDRANT

- NOTES:
- CONTRACTOR TO BUILD SIDEWALKS ON LEXINGTON ST. ON NATURAL GRADE.
 - LONGITUDINAL AND CROSS SLOPE OF SIDEWALK NOT TO EXCEED 2% IN ANY DIRECTION.
 - CONTRACTOR TO VERIFY CONDITIONS ON SITE AND NOTIFY ENGINEER OF ANY UTILITY OR OBJECT THAT CONFLICTS WITH SIDEWALK ALIGNMENTS.

- NOTES:
- ALL SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
 - THE BOTTOM OF ALL STREET SIGNS SHALL BE A MINIMUM OF 7 FEET ABOVE FINISHED GRADE.
 - ALL DIMENSIONS ARE TO BACK OF CURB.
 - ALL STREET LIGHTING DESIGN TO BE FINALIZED BY OTHERS.
 - ALL "STOP" SIGNS TO BE R1-1.
 - CONTRACTOR TO BUILD SIDEWALK ALONG LEXINGTON STREET ON GRADE AT MINIMUM WIDTHS SHOWN ON PLANS.



SHADOWVIEW
 COMMERCIAL SECTION 3 -
 HILL LANE
 CITY OF MANOR,
 TRAVIS COUNTY, TEXAS

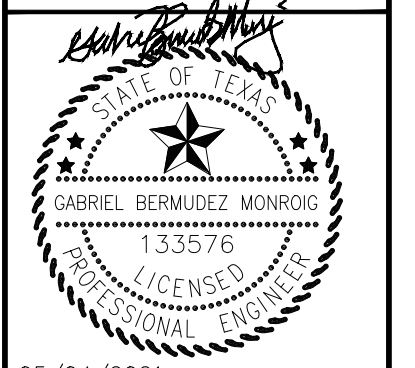
STREET LIGHT SIGN
 & STRIPING PLAN
 (SHEET 2 OF 2)

Item 2	B
No.	REVISIONS
DATE	

Kimley»Horn

© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200, AUSTIN, TX 78759
 PHONE: 512-418-1771 FAX: 512-418-1791
 WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT	069241705
DATE	FEBRUARY 2021
SCALE	AS SHOWN
DESIGNED BY	HMH
DRAWN BY	ORB
CHECKED BY	RJS

EXHIBIT E-1
Las Entradas Parcel Plan and Land Use Summary Tables



Entrada Glen Land Use Summary						
Tract	Block	Area (Ac)	Use	Units	SF	Parking Required / Parking Provided
LENR-2		12.61	Multi Family	267	267,000	539 / 549
LENC-1A	1A	1.08	Retail		7,800	31 / 32
	2A	1.08	Retail		7,800	31 / 33
	3A	0.92	Retail		6,644	27 / 28
	4A	0.93	Retail		6,717	27 / 28
	5A	0.92	Retail		6,644	17 / 18
	6A	1.02	Retail		7,367	29 / 30
Sub total		5.95	Ac.		42,972	162 / 169
LENC-2	2A	11.16	Large scale Retail		136,500	546 / 547
	2B	2.20	Retail		20,000	80 / 94
	2C	1.75	Large scale Retail		15,500	62 / 92
	2D	0.88	Large scale Retail		2,900	39 / 42
	2E	0.95	Retail		3,000	40 / 67
	2F	0.92	Retail		3,700	49 / 58
	2G	1.26	Retail		7,000	28 / 38
	2H	2.21	Retail		23,900	96 / 128
Sub total		21.33	Ac.		212,500	940 / 1,066
LENC-3	3A	7.54	Hotel/Restaurant	350	202,800	326 / 373
	3B	3.20	Retail		20,000	80 / 115
	3C	6.56	Retail		65,500	262 / 284
	3D	3.59	Warehouse		50,000	50 / 50
Sub total		20.89	Ac.		338,300	718 / 822
LENC-4		2.80	Retail		18,500	74 / 93
Sub total		2.80	Ac.		18,500	74 / 93
LENC-5	5A	7.27	Retail		76,000	304 / 334
	5B	4.61	Retail		46,000	184 / 186
Sub total		11.88	Ac.		122,000	488 / 520
LENC-6	6A	6.01	Retail		59,000	236 / 240
Sub Total		6.01			59,000	236 / 240
LENC-7	7A	2.21	Retail		21,800	87 / 135
	7B	1.76	Retail		25,600	102 / 114
	7C	3.17	Warehouse		15,000	28 / 35
Sub total		7.14			62,400	217 / 284
Las Entradas North Use Totals						
		13.79	Large Scale Retail		154,900	647 / 681
		47.91	Retail		432,972	1,784 / 2,055
		7.54	Hotel	350	202,800	326 / 373
		6.76	Warehouse		65,000	78 / 85
		12.61	Multi-Family	267	267,000	539 / 549
		8.26	Right of Way			
		5.81	Parkland			
		2.53				
Portion of LEN dedicated to SG-2						
Las Entradas North Total Residential		12.61		267	267,000	539 / 549
Las Entradas North Total Commercial		78.53			855,672	2,885 / 3,194
Las Entradas North Total Land Area		104.71				
LESC-1	1A	0.92	Gas Station		4,500	11 / 12
	1B	-1.95	REMOVED FROM PID			0 / 0
	1C	1.00	Retail		9,000	36 / 40
	1D	-2.05	REMOVED FROM PID			0 / 0
Sub total		1.92	Ac.		13,500	47 / 52
LESC-2	2A	1.59	Neighborhood Business		30,500	122 / 222
	2B	1.23	Neighborhood Business		17,500	70 / 68
	2C	0.71	Neighborhood Business		9,000	36 / 11
	2D	1.14	Neighborhood Business		16,000	64 / 48
	2E	2.39	Neighborhood Business		17,500	70 / 178
	2F	2.57	Neighborhood Business		30,500	122 / 126
	2G	2.48	Neighborhood Business		19,000	64 / 108
	2H	1.58	Park			0 / 0
Sub total		13.69	Ac.		140,000	548 / 556
LESC-3	3A	14.83	Grocery/ retail		121,000	605 / 629
	3B	0	Removed from plan		0	0 / 0
	3C	2.03	Retail		10,000	40 / 128
	3D	1.64	Main Street Retail		34,200	137 / 91
	3E	3.41	Retail		16,000	64 / 199
	3F	5.75	Main Street Retail		96,800	387 / 210
	3G	0	Removed from plan		0	0 / 0
Sub total		27.66	Ac.		278,000	1,233 / 1,257
LESC-4		5.03	Retail		44,900	180 / 221
Sub total		5.03			44,900	180 / 221
Las Entradas South Use Totals						
		19.78	Retail		215,400	875 / 680
		14.83	Large Scale Retail		121,000	605 / 629
		12.11	Neighborhood Business		140,000	548 / 556
		44.68	Parkland / Open Space			
		6.79	Right of Way			
Las Entradas South Total Commercial		46.72			476,400	1,828 / 1,865
Las Entradas South Total Land Area		98.19				
Las Entradas Total Commercial Development					1,332,072	
Las Entradas Total Residential Development				267	267,000	

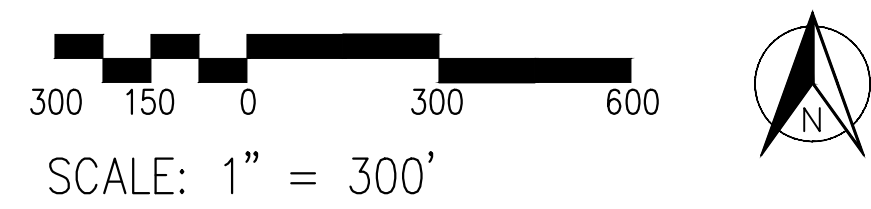


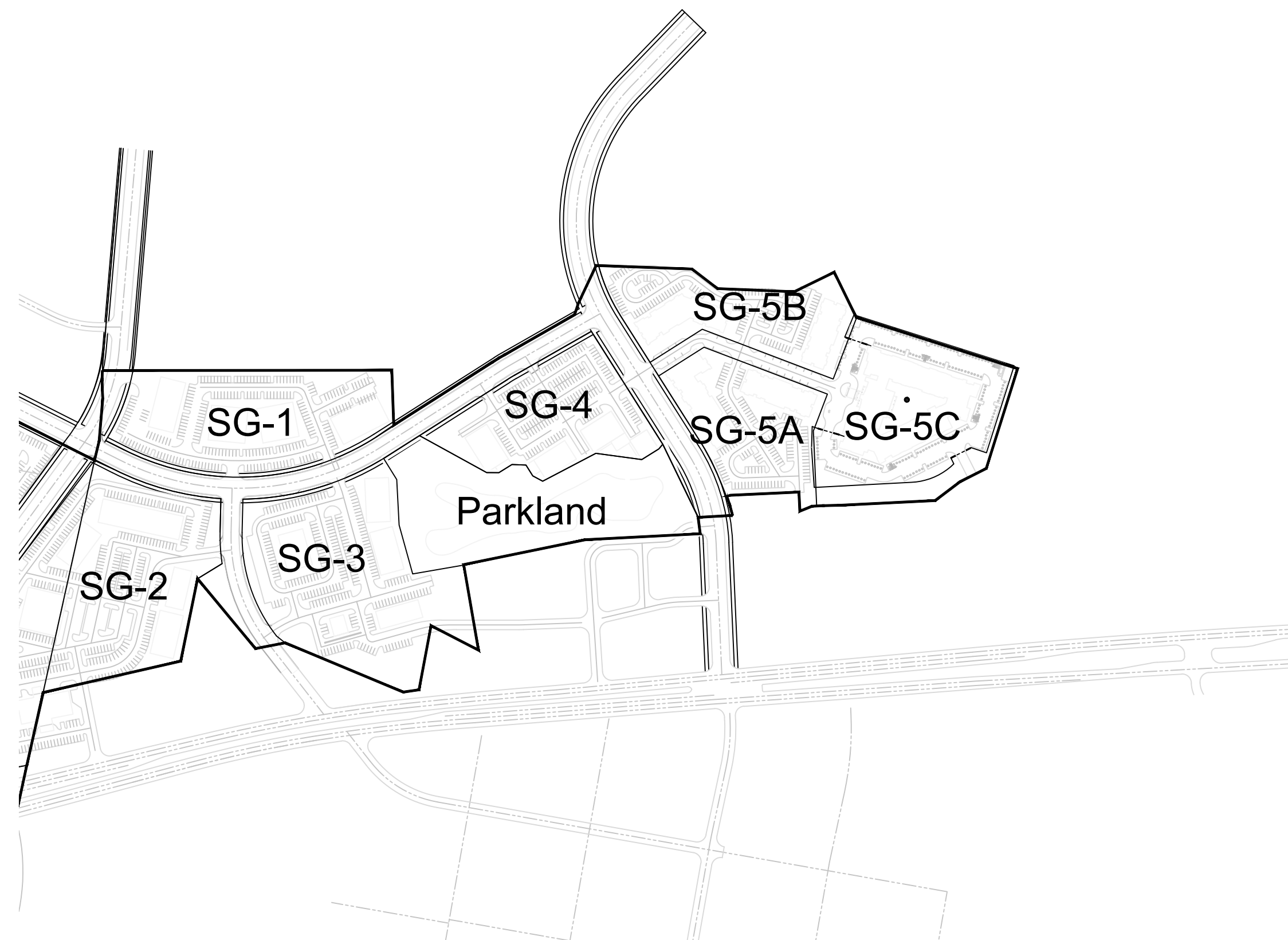
EXHIBIT "E-1"

LAS ENTRADAS PARCEL AND LAND USE SUMMARY PLAN

Kimley Horn
 10814 Jollyville Road
 Campus IV, Suite 200
 Austin, TX 78759
 512-418-1771
 State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

EXHIBIT E-2
ShadowGlen Parcel Plan and Land Use Summary Tables



Shadow Glen					
SG1	4.33	Mixed Use /Retail	51,000	204	242
SG2	6.98	Mixed Use /Retail	83,300	333.2	395
SG3	5.56	Mixed Use /Retail	37,600	150.4	248
SG4	3.21	Mixed Use /Retail	24,000	96	164
SG5	10.91				
SG5-A		Retail	19,400		134
		Multi - Family	105	98,000	145
SG5-B		Retail	16,500		146
		Multi - Family	115	106,200	
SG5-C		Senior Living	150	150,000	188
SG6	0	REMOVED FROM PID			0
SG7	0	REMOVED FROM PID			0
SG8	0	REMOVED FROM PID			0
		Retail			
		Multi - Family			
Right of Way	4.53				
Parkland	4.44				
Portion of LEN dedicated to SG-2	-2.53				
Shadow Glen Total Residential	10.91		370	354,200	1,061
Shadow Glen Total Commercial	20.08			231,800	1,329
Shadow Glen Total Commercial Development				231,800	
Shadow Glen Total Residential Development			370	354,200	

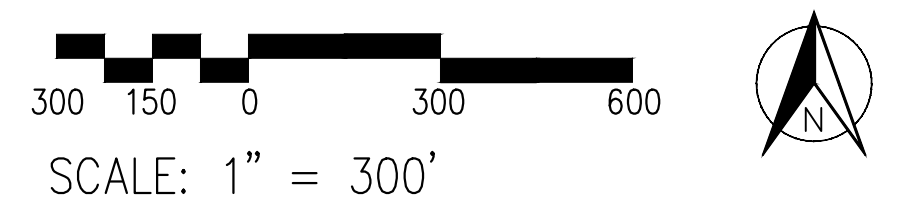


EXHIBIT "E-2" SHADOWGLEN PARCEL AND LAND USE SUMMARY PLAN

Kimley > Horn

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

EXHIBIT F
Regulating Plan Parkland and Open Space

GILLELAND CREEK GREENWAY TRAIL AND PARK FACILITIES THROUGH THE CITY OF MANOR



The Gilleland Creek Greenway Trail and Park Facilities through the City of Manor will provide a connection between the Future Travis County Gilleland Creek Greenway Trail (GCG Trail) and the future Austin to Manor Rail Trail while creating a sense of place for the greater Manor community to come together in either active or passive recreation. Various spaces across the park are linked by trails of varying width and material. The main circulation route of the GCG Trail through the park is approximately 0.75 miles in length and will serve as the extension of the GCG Trail as it crosses through the front door of the City of Manor along US 290. The GCG Trail is proposed to be 10 to 15 feet in width constructed of concrete and supports Potential Future GCG Trail Extensions as the park grows in use. The Secondary Trails are approximately 1 mile in length and provide pedestrian access and natural trail access constructed of stabilized earthen materials that will incorporate a multitude of BMPs to assure proper placement, longevity, and enjoyment. (See New Hampshire Bureau of Trails specifications for more information on recommended installation practices.) The Secondary Trails will vary from 4 to 8 feet in width throughout the park network. The Secondary Trails support a flexible pedestrian access plan that can expand and evolve as its popularity and use increases over time. There are 6 levels of planned amenities/facilities envisioned throughout the park providing possibilities of ADA Access, Open Recreation Spaces, Amphitheater, Overlook points, Observation Deck, Off-leash Dog Areas, and Shared Parking Areas within the Las Entradas development. Access to the collective trail system can also be found at 5 different trailhead locations at strategic points along the planned GCG Trail and the areas beyond. The planned facilities will serve to connect the residents of Manor and spark interactions between its users that will bring the outlying community together as an extension of our growing community.

- FUTURE TRAVIS COUNTY GILLELAND CREEK GREENWAY TRAIL (GCG TRAIL) (10 TO 15 FOOT WIDE)
- POTENTIAL FUTURE GCG TRAIL EXTENSION (10 TO 15 FOOT WIDE)
- FUTURE SECONDARY TRAIL (4 TO 8 FOOT WIDE)
- POTENTIAL FUTURE SECONDARY TRAIL (4 FOOT WIDE)
- OPEN RECREATION SPACE
- TRAILHEAD
- OVERLOOK LOCATION
- CREEK CROSSING
- PARK AMENITY/FACILITY

- PARK AMENITY/FACILITY LIST:**
- OPEN RECREATION SPACE
 - AMPHITHEATER/OVERLOOK
 - ADA ACCESS
 - OVERLOOK
 - OBSERVATION DECK
 - POTENTIAL OFF-LEASH DOG AREA
 - SHARED PARKING AREA



DWYER REALTY COMPANIES

EXHIBIT "F"



SCALE: 1" = 200'
06.09.2021



EXHIBIT G
Hill Lane Easement Agreement

1. Purpose of Easement. The Easement expressly granted herein is for the purposes of: (a) construction, installation, operation, use, maintenance, repair, inspection, relocation, replacement, and restoration of driveways, crosswalks, walkways, sidewalks, multi-use trails, streetlights, parking, promenade structures and other access facilities with all associated steps, stairs, ramps, tunnels, walls, and other appurtenances which provide public connectivity and area for other recreational activities (collectively, the “Access Facilities”); and (b) installation, placement, maintenance, inspection, relocation, replacement, and restoration of trees, shrubbery, turf, flowers, other landscape improvements and related irrigation facilities (collectively, the “Landscaping”), together with a right of ingress and egress to and from same, in, over, under, through and across the Easement Property. The Access Facilities and Landscaping are referred to collectively as the “Facilities” herein.

2. Duration of Easement. The Easement is permanent in nature, shall run with the land, be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns, and shall forever encumber the Easement Property unless and until the Easement is abandoned. Upon the occurrence of such event, the Easement shall automatically terminate and be of no further force and effect without further action on the part of either Grantor or Grantee.

3. Non-Exclusiveness of Easement. The Easement is non-exclusive.

4. Rights and Obligations Related to Access Facilities. As between the parties to this Easement Agreement, Grantee shall be solely responsible for the operation, use, maintenance, repair, inspection, relocation, replacement and restoration of the Access Facilities, except to the extent Developer has damaged any of the Access Facilities. All Access Facilities constructed or installed by Developer shall be constructed and conveyed in accordance with one or more separate agreements between Developer and Grantee. This Section 4 shall not be construed to limit the liability of a third party that causes damages to the Access Facilities, and Grantee shall have and be entitled to pursue any and all remedies at law and in equity that Grantee may have as to such a third party.

5. Rights and Obligations Related to Landscaping. The subject Landscaping shall be maintained by the Developer or its assigns, which may include a municipal utility district, property management company, or homeowners’ association, through a license agreement with Grantee. All Landscaping installed by Developer shall be installed in accordance with one or more separate agreements between Developer and Grantee. This Section 5 shall not be construed to limit the liability of a third party that causes damages to the Landscaping, and Developer or its assigns, as applicable, shall have and be entitled to pursue any and all remedies at law and in equity as to such a third party.

6. Additional Grantee Rights and Obligations. Grantee, and Grantee’s successors and assigns, shall have the following rights and obligations with respect to the Easement, the Facilities and the Easement Property:

(a) Grantee shall have the right to prevent construction or maintenance of any structures or improvements within the Easement Property that may endanger or materially interfere with the efficiency, safety, or operation of the Facilities, or otherwise unreasonably interfere with the use of the Easement by Grantee or Grantee’s authorized agents or contractors. This provision shall not be construed to limit or restrict construction or maintenance of improvements that will

not endanger or materially interfere with the efficiency, safety, or operation of the Facilities;

(b) Grantee shall have the right to reasonably trim trees or other vegetation within the Easement Property to the extent that Grantee, in its reasonable judgment, deems necessary to prevent interference with or hazard to the operation of the Access Facilities; and

(c) Grantee and its contractors, agents, and employees shall have free and unrestricted access to the Access Facilities and every part of the Easement Property, at all times for the purpose of exercising any rights hereunder, including but not limited to, maintenance and repair of the Access Facilities. To the extent that it becomes necessary for Grantee in the exercise of any rights hereunder to disturb, excavate or otherwise damage any streets, roads, curbs, gutters or other surface improvements as required by City ordinances, rules and/or regulations within the Easement Property, Grantee shall be solely responsible for restoration of such surface improvements. Grantor shall have no obligation to restore any surface improvements within the Easement Property, except to the extent of any damages thereto that are directly caused by the negligence or willful misconduct of Grantor.

7. Additional Grantor Rights and Obligations. Subject to the agreements, terms, conditions and covenants herein set forth, Grantor reserves and shall have the right to use the Easement Property for any and all purposes that do not materially interfere with the efficiency, safety, or operation of the Facilities, or otherwise materially interfere with the use of the Easement by Grantee.

8. Reserved Rights of Developer. Grantor, Grantee and Developer anticipate that Developer will construct and install Facilities within the Easement Property and other utility improvements within the PUE, as herein defined, in accordance with separate agreements executed by Developer or its affiliates and Grantee or any other political subdivision or conservation and reclamation district, and that such agreements may be executed before, after or concurrently with this Easement Agreement. Developer expressly retains and reserves any and all rights to receive payment or reimbursement pursuant to such agreements for Facilities or improvements constructed or installed by Developer within the Easement Property or the PUE. Grantor and Grantee acknowledge such reservation by their execution of this Easement Agreement. Grantor further acknowledges that neither Grantor, nor any of Grantor's successors or assigns, shall have any right, title or interest in or to any of the Facilities or other improvements constructed by Developer within the Easement Property or the PUE.

9. Permitted Encumbrances. The Easement is expressly granted subject to all encumbrances, restrictions, liens, covenants, easements and other matters of record in the county where the Easement is located, and all matters visible or apparent on the ground that a true and correct survey would reveal, to the extent that the same are in existence as of the date hereof.

10. Existing Public Utility Easement. Without limiting the generality of the foregoing Section 9 above, the parties to this Easement Agreement acknowledge that the Easement Property is located within an existing fifteen (15) foot wide public utility easement, as depicted and described in the subdivision plat for St. Mary Magdalene Episcopal Church Final Plat, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201400143 of the Official Public Records of Travis County, Texas (the "PUE"). The rights and obligations hereunder are granted subject to, and shall be exercised in accordance with, the rights and obligations associated with the PUE. The parties further agree as follows with respect

to the PUE and improvements located therein:

(a) No party to this Easement Agreement shall have the right to construct or maintain any Facilities within the Easement Property that may reasonably be expected to permanently and materially interfere with the efficiency, safety, or operation of the improvements installed within the PUE, or otherwise unreasonably interfere with the use of the PUE, at the time such Facilities are constructed. This restriction shall not be construed to limit or restrict emergency or otherwise necessary construction or maintenance activities that are expected to cause temporary and minimal interference with use and operation of other Facilities, provided such interference is unavoidable and that those responsible for maintenance of the improvements within the PUE are given reasonable advance notice and all terms and conditions of this Easement Agreement and applicable laws are otherwise satisfied and observed;

(b) To the extent that it becomes necessary for a party to this Easement Agreement in the exercise of any rights hereunder to disturb, excavate or otherwise damage any Facilities or other improvements within the Easement Property, such party shall be responsible for identifying the location of any Facilities or other improvements within the Easement Property and providing notification to those responsible for maintenance of the Facilities or improvements within the PUE, and shall be solely responsible for the costs of restoration of any damaged Facilities or improvements to a condition substantially similar to that which existed prior to such damage; and

(c) This Easement Agreement shall not be construed to prevent the installation of improvements or facilities within the real property subject to the PUE. Without limiting the generality of the foregoing, the parties acknowledge that their respective rights under this Easement Agreement to install, maintain and otherwise use the Facilities within the Easement Property shall not prevent the installation, maintenance and use of other facilities or improvements within any portion of the real property subject to the PUE, including the Easement Property, as permitted by the PUE.

11. Abandonment. In the event of abandonment of the Easement by Grantee or Grantee's successors and assigns, neither Grantor nor any of Grantor's successors and assigns shall have any obligation to restore the Easement Property disturbed by the exercise of the rights granted herein, and in particular shall have no obligation to operate, maintain or remove any of the Facilities.

12. Assignment. The Easement and the rights of Grantee hereunder may be assigned only to a political subdivision of the State of Texas or other Texas governmental entity. Any such assignment of the Easement and the rights of Grantee hereunder must include an express assumption by the assignee of the obligations set forth herein.

13. Amendment or Modification. Any amendment or modification of this instrument must be in writing and duly executed and delivered by Grantor and Grantee, or their respective successors and assigns. Written acknowledgment by the Developer shall be required for any such amendment or modification to be effective to the extent that the Developer's rights or obligations under this Easement Agreement are affected thereby. Written acknowledgment by the Developer shall not be required for an amendment or modification that does not affect the Developer's rights or obligations under this Easement Agreement.

TO HAVE AND TO HOLD the Easement unto the said Grantee, and Grantee's successors and assigns, forever, or until terminated as provided herein, for the purposes stated herein; and Grantor does hereby bind itself and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement and the rights herein granted unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

GRANTOR:

PROTESTANT EPISCOPAL CHURCH COUNCIL
OF THE DIOCESE OF TEXAS
a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

THIS INSTRUMENT was acknowledged before me on this ____ day
of _____, 2021, by _____, as _____
of PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS, a Texas
non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

My Commission Expires: _____

GRANTEE:

THE CITY OF MANOR, TEXAS
a Texas home rule municipal corporation

By: _____

Name: Mr. Thomas Bolt

Title: City Manager

Date: _____

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Thomas Bolt, as City Manager of THE CITY OF MANOR, TEXAS, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

DEVELOPER:

COTTONWOOD HOLDING, LTD.,
a Texas limited partnership

By: _____

Name: Peter A. Dwyer

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____,
2021, by Peter A. Dwyer, as _____ of COTTONWOOD
HOLDING, LTD., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

**EXHIBIT “A”
Easement Property**

[Attached]

**A METES AND BOUNDS
DESCRIPTION OF A
0.135 ACRE TRACT OF LAND**

BEING a 0.135 acre (5,898 square feet - 10 foot wide) strip of land situated in the William Standerford Survey No. 69, Abstract No. 742, Travis County, Texas; and being a portion of that certain 23.00 acre tract conveyed to Protestant Episcopal Church of Diocese of Texas, recorded in Document No. 2014080057 of the Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod (with illegible plastic cap) found marking the northern-most corner of a called 181.445 acre Tract 1 described in instrument to Cottonwood Holding, Ltd in Volume 12266, Page 1144 of the Official Public Records of Travis County, and a southeast corner of said 23.00 acre tract on the southwesterly right-of-way line of Lexington Street (variable width right-of-way);

THENCE, departing the southwesterly right-of-way line of said Lexington Street and along the common line of said 23.00 acre tract and said 181.455 acre Tract 1 the following six (6) courses and distances:

1. in a southwesterly direction along non-tangent curve to the right, a central angle of 30°45'38", a radius of 35.00 feet, a chord bearing and distance of South 08°15'48" East, 13.26 feet, and a total arc length of 13.42 feet to the **POINT OF BEGINNING** of the herein described tract;
2. in a southwesterly direction, continuing along a non-tangent curve to the right, a central angle of 53°01'28", a radius of 25.00 feet, a chord bearing and distance of South 33°37'45" West, 22.32 feet, and a total arc length of 23.14 feet to a point for corner;
3. South 60°14'49" West, 220.49 feet to a 1/2 inch iron rod (with illegible plastic cap) found for corner;
4. in a southwesterly direction, along a non-tangent curve to the left, a central angle of 2°47'33", a radius of 760.00 feet, a chord bearing and distance of South 58°40'42" West, 37.04 feet, and a total arc length of 37.04 feet to a 1/2 inch iron rod (with illegible plastic cap) found for corner;
5. South 57°30'39" West, 320.38 feet to a 1/2 inch iron rod (with illegible plastic cap) found for corner and marking the southern-most corner of the herein described tract;
6. North 1°55'56" West, 11.61 feet to a point for corner;

THENCE, crossing said 23 acre tract, the following three (3) courses and distances:

1. North 57°30'43" East, 314.12 feet to a point of for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 2°49'07", a radius of 770.00 feet, a chord bearing and distance of North 58°39'36" East, 37.87 feet, and a total arc length of 37.88 feet to a point for corner;
3. North 60°14'49" East, 240.45 feet to the **POINT OF BEGINNING** and containing 0.135 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



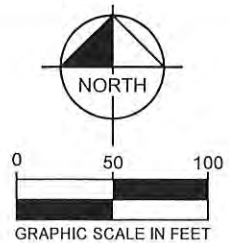
John G. Mosier
5-3-2021

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**10' ACCESS AND
LANDSCAPE EASEMENT**
0.135 ACRES
WILLIAM STANDERFORD SURVEY
NO. 69, ABSTRACT NO. 742,
TRAVIS COUNTY, TEXAS.

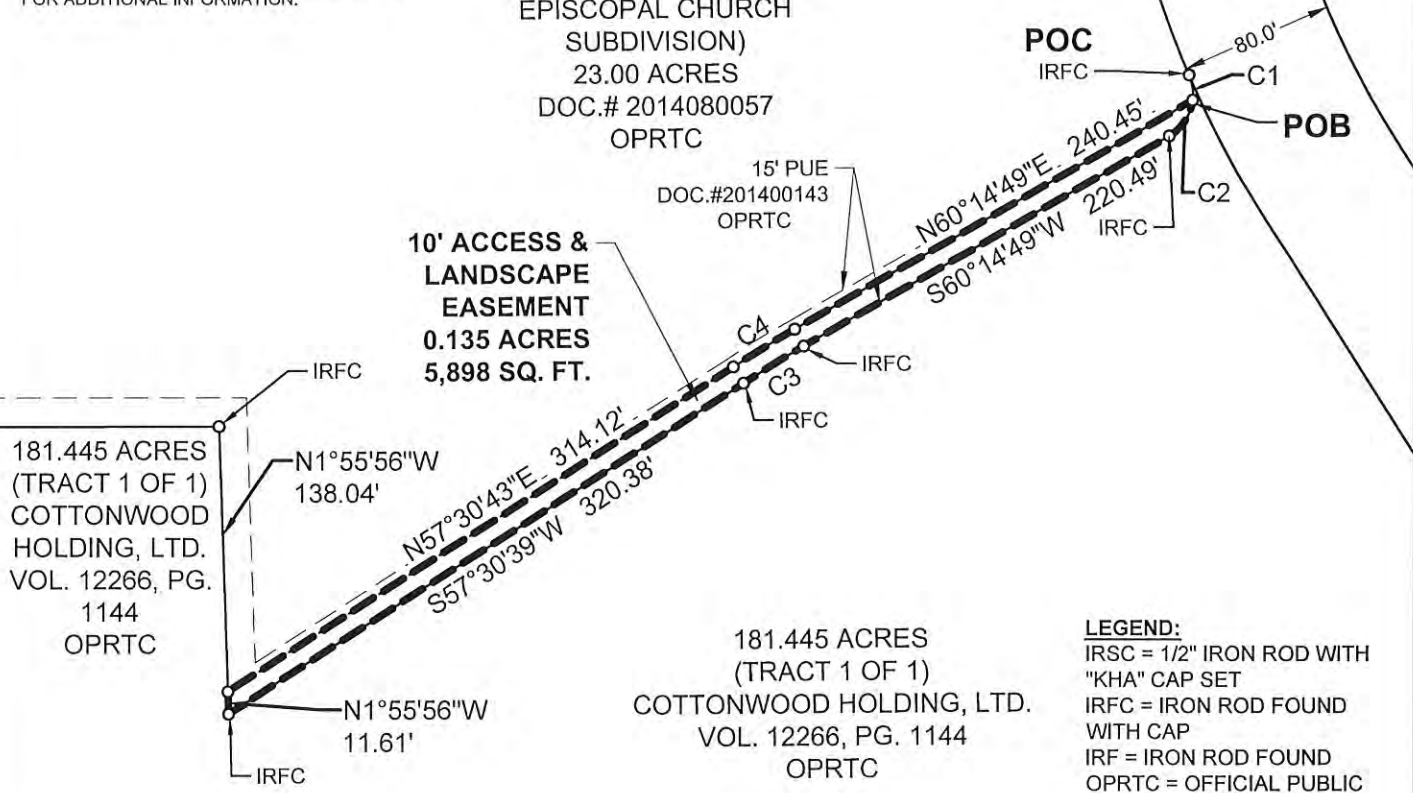
Kimley»Horn					
601 NW Loop 410, Suite 350 San Antonio, Texas 78216			FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	JBR	JGM	5/3/2021	069241705	1 OF 2

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°45'38"	25.00'	13.42'	S08°15'48"E	13.26'
C2	53°01'28"	25.00'	23.14'	S33°37'45"W	22.32'
C3	2°47'33"	760.00'	37.04'	S58°40'42"W	37.04'
C4	2°49'07"	770.00'	37.88'	N58°39'36"E	37.87'



NOTES: THIS IS A BOUNDARY EXHIBIT BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS ARE NOT SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 06241706 FOR ADDITIONAL INFORMATION.

PROTESTANT EPISCOPAL CHURCH OF DIOCESE, TX
(LOT 1, BLOCK A,
ST. MARY MAGDALENE EPISCOPAL CHURCH SUBDIVISION)
23.00 ACRES
DOC.# 2014080057
OPRTC



181.445 ACRES
(TRACT 1 OF 1)
COTTONWOOD HOLDING, LTD.
VOL. 12266, PG. 1144
OPRTC

181.445 ACRES
(TRACT 1 OF 1)
COTTONWOOD HOLDING, LTD.
VOL. 12266, PG. 1144
OPRTC

LEGEND:
IRSC = 1/2" IRON ROD WITH "KHA" CAP SET
IRFC = IRON ROD FOUND WITH CAP
IRF = IRON ROD FOUND
OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

NOTES:
The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99992337881. The unit of linear measurement is U.S. Survey Feet.



JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
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10' ACCESS AND LANDSCAPE EASEMENT
0.135 ACRES
WILLIAM STANDERFORD SURVEY
NO. 69, ABSTRACT NO. 742,
TRAVIS COUNTY, TEXAS.

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBR	JGM	01/21/2020	069241705	2 OF 2

EXHIBIT "H"

Maintenance and Operation Agreement Form

MAINTENANCE AND OPERATIONS AGREEMENT BETWEEN CITY OF _____ AND _____ [OA].

This Maintenance and Operations Agreement (the "Agreement") is entered into by the City of _____, a political subdivision of the State of Texas situated in _____ County, Texas (the "City/County"), and _____, a Texas _____ ("Licensee"), effective as of _____, 2020 (the "Effective Date"), upon the terms and conditions set forth below.

I. DEFINED TERMS

- A. "Development Agreement" means _____.
- B. "Service and Assessment Plan" means _____.
- C. "Public Amenities" means _____. The Public Amenities are further described and depicted on Exhibit "A".
- C. "Financing Agreement" means the _____.
- D. "Open Space" means the areas owned by the Licensee on which the Public Amenities are located, further described and depicted on Exhibit "___".
- E. "District" means _____.

II. PURPOSE OF LICENSE AGREEMENT

- A. The City grants to Licensee permission to operate and maintain the Public Amenities. The City makes this grant solely to the extent of its right, title, and interest in the Public Amenities, without any express or implied warranties.
- B. Licensee agrees that all maintenance and operations permitted by this Agreement with respect to the Public Amenities shall be done in compliance with all applicable city, county, state and/or federal laws, ordinances, regulations, and policies now existing or later adopted, and the "Applicable Rules", as such term is defined in Section 1.2 of the Development Agreement.

III. ANNUAL FEE

No annual fee shall be due to the City in connection with this Agreement, and the City will not compensate Licensee for the maintenance and operation of the Public Amenities.

IV. INSURANCE

- A. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the reasonable discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance

shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee may satisfy the insurance requirement herein by blanket policies covering property in addition to the Public Amenities. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Manager on or before the Licensee's use or occupancy of the Public Amenities.

B. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse and shall provide the City where possible thirty (30) days written notice as evidenced by a return receipt of registered or certified mail of any anticipated cancellation, reduction, restriction, or other limitation thereafter established under such policy of insurance.

V. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including reasonable attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by Licensee's use of the Public Amenities under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, expenses, or other liability for personal injury, death, or damage to any person or property (i) for which the City shall have been compensated by insurance provided under Paragraph IV above, or (ii) arising solely from the negligence or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to the Public Amenities unless such damage is as a result of acts or omissions by the City.

B. Maintenance. Licensee shall maintain the Public Amenities in good repair, working order, and good condition, and in compliance with this Agreement, the Development Agreement, and the Financing Agreement, as applicable. The City may require Licensee to take action to maintain the Public Amenities in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Open Space, and rebuilding and reconstructing the Public Amenities, save and except that removal or repairs due to normal wear and tear such action shall be completed within thirty (30) days (or such reasonable period of time if thirty (30) days is not feasible) following receipt of a written request from the City.

C. Operation. Licensee shall operate the Public Amenities in accordance with applicable State and federal regulations for the operation of the facilities comprising the Public Amenities.

D. Removal or Modification. No Public Amenities may be modified or removed without the prior written consent of the City/County.

E. Default. In the event that Licensee fails to maintain the Public Amenities as provided in this Agreement and the Development Agreement, or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and if Licensee does not satisfactorily remedy the same within the thirty (30) day period (provided that the City shall allow such additional time as may be reasonably necessary for Licensee to cure any failure as long as Licensee commences such cure

within the thirty (30) day period provided and diligently pursues such cure thereafter and as long as such additional time does not exceed ninety (90) days from the date of the notice) the City may pursue its remedies under Paragraph XI below.

City Address:

City of
Attention: City Manager

_____, Texas _____

Licensee Address:

Attn: _____

VII. COMMENCEMENT

This Agreement shall begin on the Effective Date and continue thereafter for as long as the Public Amenities are used and operated by the Licensee.

VIII. TERMINATION

Notwithstanding any other term, provision, or condition of this Agreement and the Development Agreement, subject only to prior written notification to Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement beyond applicable notice and cure periods, including but not limited to the insurance requirements specified herein. The City agrees that, if the City terminates this Agreement, the City will operate and maintain the Public Amenities in the manner contemplated by the Development Agreement with reimbursement of City’s costs to operate and maintain the Public Amenities by Licensee. The City may further terminate and revoke this Agreement if:

- A. The Public Amenities, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Public Amenities; or
- B. Maintenance or alteration necessary to alleviate a danger to the public has not been made after the notice and cure periods provided herein have lapsed.

IX. FUNDING MAINTENANCE OBLIGATION

Licensee will establish periodic homeowner’s association dues and assessments, to be charged and paid by the lot owners within the property under the jurisdiction of Licensee pursuant to such bylaws, rules, regulations, and restrictive covenants established by Licensee (collectively, “*Association Regulations*”), in order to maintain and operate the Public Amenities as provided in this Agreement. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance and operation of the Public Amenities, and to provide funds required for the management and operation of Licensee.

X. REMEDIES

The City will be entitled to judicially enforce Licensee's obligations under this Agreement pursuant to the Association Regulations. Licensee also agrees that, in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right to obtain a writ of mandamus or an injunction, or seek specific performance against Licensee to enforce Licensee's obligations under this Agreement.

XI. EMINENT DOMAIN

If any portion of the Public Amenities is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Public Amenities so condemned.

XII. INTERPRETATION

This Agreement shall, in the event of any dispute over its intent, meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

XIII. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible consistent with the intent of the parties as evidenced by this Agreement.

XIV. SPECIFIC PERFORMANCE

If either party materially breaches the terms of this License Agreement, such material breach shall be an event of default. In that event, the nondefaulting party to this License Agreement may pursue the remedy of specific performance.

XV. VENUE

Venue for all lawsuits concerning this Agreement will be in _____ County, Texas.

XVI. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

This Agreement and all of the covenants herein shall run with the Public Amenities; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XVII. AMENDMENT

This License Agreement may be amended only by an instrument in writing signed and approved by both parties.

XVIII. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

XIX. POWER AND AUTHORITY

A. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by State law, City ordinances/orders, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

B. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

* * *

[SIGNATURE PAGE FOLLOWS]

TERMS AND CONDITIONS ACCEPTED, this the ___ day of _____, 20__.

LICENSOR:

City

By: _____
Name: _____
Title: _____

LICENSEE:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20__, by _____, Mayor/_____, City of _____, Texas, on behalf of the City/County.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20__, by _____, of _____, a Texas _____, on behalf of the _____.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

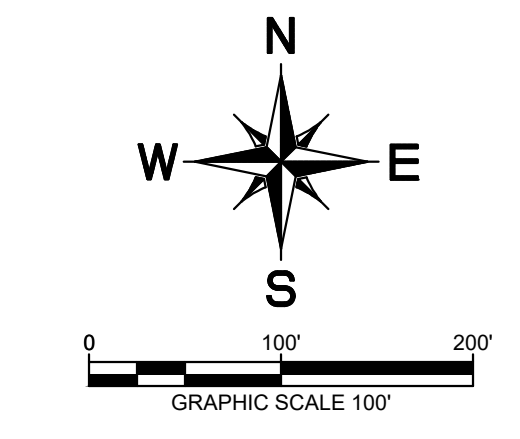
Exhibit "A"
Public Amenities

EXHIBIT I
Code Modifications

1. Industrial areas with loading docks facing a roadway or major drive aisle shall comply with buffer yard landscaping requirements along the roadway or major drive aisle frontage for each affected roadway or major drive aisle as set forth in the City's Code of Ordinances.
2. Industrial areas shall have a maximum limit of ten (10) loading docks along a façade which faces a roadway or major drive aisle.

EXHIBIT J
Reserved

EXHIBIT K
Alternate Entrada Boulevard Alignment



ENTRADA BOULEVARD REALIGNMENT

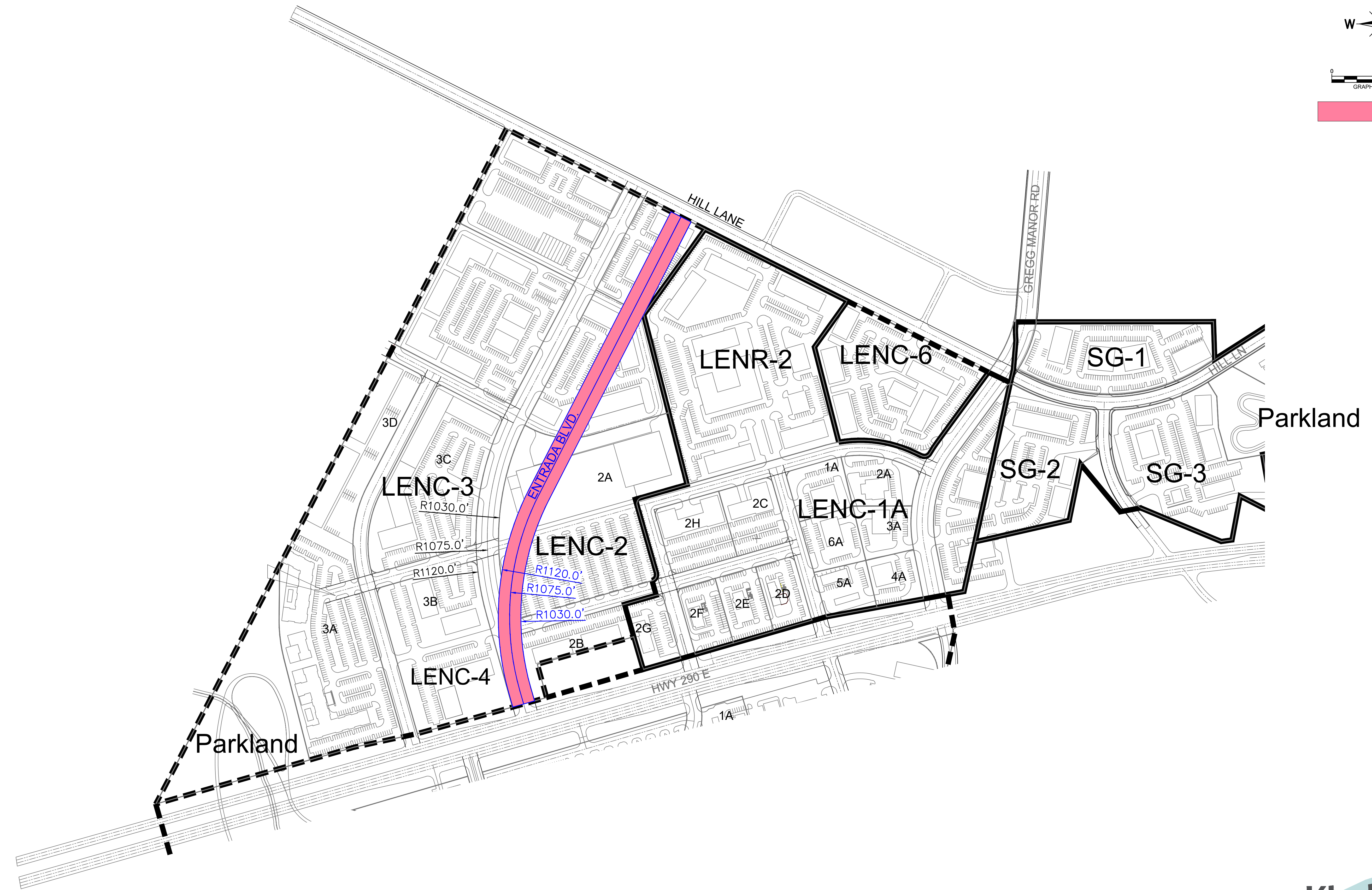


EXHIBIT "K"

Kimley»Horn

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Third Amendment to Development Agreement for the ShadowGlen Subdivision.

BACKGROUND/SUMMARY:

The Development Agreement approved on January 10, 2011, needs to be amended to include revisions to the development standards and address the construction of Hill Lane, among other things.

LEGAL REVIEW: Yes
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- Third Amendment to Development Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the Third Amendment to Development Agreement for the ShadowGlen Subdivision.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT FOR
THE SHADOWGLEN SUBDIVISION**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SHADOWGLEN SUBDIVISION (this “Third Amendment”) is dated effective this ____ day of _____, 2021 and is entered into between THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (“City”); COTTONWOOD HOLDINGS, LTD., a Texas limited partnership (“Cottonwood”); SG LAND HOLDINGS LLC, a Delaware limited liability company (“SGLH”); MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company (“Meritage”); TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Travis County MUD No. 2”); WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 1, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 1”); and WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 2”). The City, Cottonwood, SGLH, Meritage, Travis County MUD No. 2, Wilbarger Creek MUD No. 1, and Wilbarger Creek MUD No. 2 are referred to collectively herein as the “Parties”; Cottonwood, Meritage and SGLH are jointly referred to herein as the “Developer”; and Travis County MUD No. 2, Wilbarger Creek MUD No. 1, and Wilbarger Creek MUD No. 2 are collectively referred to as the “MUDs”.

RECITALS

A. The City, Cottonwood, 2010 SHADOWGLEN, LLC, a Texas limited liability company (“2010 ShadowGlen”), Travis County MUD No. 2, Wilbarger Creek MUD No. 1, and Wilbarger Creek MUD No. 2, previously entered into that certain Development Agreement for the ShadowGlen Subdivision (the “Development Agreement”) dated effective January 10, 2011 (as between the City and the Developer) and a Memorandum of Agreement was recorded as Document No. 2012158027 in the Official Public Records of Travis County, Texas giving notice of the Development Agreement and its terms.

B. Pursuant to that certain Assignment and Assumption of Development Agreement dated December 21, 2012, 2010 ShadowGlen assigned its interest in the Development Agreement to SGLH (the “SGLH Assignment”).

C. Pursuant to that certain Addendum to Development Agreement for the ShadowGlen Subdivision dated May 21, 2014 by and between the City and Cottonwood (the “ROW Addendum”), the Development Agreement was supplemented to provide for certain provisions related to the dedication of right-of-way and construction of an extension of Hill Lane to Lexington Street.

D. Pursuant to that certain Addendum to Development Agreement for the ShadowGlen Subdivision (Phase 3 Property) dated March 7, 2018 by and between the City and SGLH and recorded as Document No. 2018046212 in the Official Public Records of Travis County, Texas (the "Phase 3 Addendum"), the Development Agreement was modified to amend certain development and parkland dedication requirements with respect to the "Phase 3 Property", as defined in the Phase 3 Addendum, and to update the Approved Land Use Chart accordingly.

E. The Development Agreement was subsequently amended by that certain First Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective March 4, 2021 (the "First Amendment") and that certain Second Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective July 2, 2021 (the "Second Amendment").

F. Pursuant to that certain Partial Assignment and Assumption of Development Agreement dated August 14, 2021 which was recorded as Document No. 2021155115 in the Official Public Records of Travis County, Texas, SGLH assigned a portion of its interest in the Development Agreement to Meritage (the "Meritage Assignment"). The Development Agreement, as assigned and modified by the SGLH Assignment, the ROW Addendum, the Phase 3 Addendum, the Meritage Assignment, the First Amendment, and the Second Amendment, is referred to in this Third Amendment as the "Agreement".

G. An affiliate of Cottonwood, Las Entradas Development Corporation, a Texas corporation ("Las Entradas") intends to develop approximately 220.4 acres ("Las Entradas Property"), and approximately 37.51 acres of the ShadowGlen Subdivision ("ShadowGlen Property"), as a mixed-use, master planned project ("EntradaGlen Project"). The EntradaGlen Project is subject to the Development Agreement (Las Entradas) dated of even date herewith between the City and Las Entradas (the "EntradaGlen Development Agreement").

H. The City and Cottonwood have agreed that any and all provisions related to the dedication of right-of-way and construction of an extension of Hill Lane to Lexington Street which were previously contained in the Agreement and that certain Letter Agreement between Cottonwood and the City dated August 16, 2017 (collectively, the "Hill Lane Obligations") shall remain in effect and solely remain the obligations of Cottonwood if bonds are not issued as contemplated in the EntradaGlen Development Agreement or the Hill Lane Extension is not built in accordance with applicable provisions provided within the EntradaGlen Development Agreement of which Cottonwood is a party to only with respect to expressly applicable provisions to Cottonwood.

I. Developer is the owner of a portion of Phases II and III of the Property subject to the Agreement, as more particularly described and/or depicted on Exhibit "B-2" attached hereto and incorporated herein for all purposes (the "Phase II & III Property"). Cottonwood is also the owner of a portion of the Property contained in the Planned Unit Development Amended and Revised Master Plan (the "PUD") which is more particularly described on Exhibit "D" attached hereto and incorporated herein for all purposes (the "PUD Property").

J. The Parties now desire to modify and amend the Agreement with respect to the Phase II & III Property and the PUD Property, as more particularly set forth in this Third

Amendment, as well as remove all of the Hill Lane Obligations, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this Third Amendment to the same extent as if set forth herein in full.

2. **Capitalized Terms.** All capitalized terms in this Third Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3. **Hill Lane Obligations.** The City and Cottonwood have agreed that the Hill Lane Obligations in the Agreement shall remain in effect and solely remain the obligations of Cottonwood if bonds are not issued as contemplated in the EntradaGlen Development Agreement. Provisions related to the Hill Lane Obligations are found in the EntradaGlen Development Agreement and Cottonwood is a party to the EntradaGlen Development Agreement only to the extent that provisions expressly apply to Cottonwood.

4. **Exhibit “C” The Master Land Plan Minimum Development Standards.** Exhibit “C” The Master Land Plan Minimum Development Standards to the Agreement is amended as stated below. Notwithstanding the forgoing, the following standards shall not apply to the Phase 3 Property, except for Parcel W-7A and Parcel W-7B, unless a parcel within the Phase 3 Property has a land use designation of Neighborhood Business or Multi-Family Residential:

A. **Approved Land Uses.** Based on the actual build out of the Property identified on the Master Land Use Plan to date and the revisions to the Phase II & III Property as set forth in this Third Amendment, the Approved Land Use Chart contained on the first page of Exhibit “C” of the Agreement is hereby revised as follows:

Land Use	Acreage	Percentage
Single Family Residential	832.8	74.3
Medium Density Residential	8	.7
Multi-Family Residential	51.4	4.6
Neighborhood Business	9.0	0.8
Open Space	132.9	11.9
Commercial (C-1 & C-2)	26.1	2.3
Major Roadways	57.4	5.1
Institutional (I)	3.2	0.3
Total	1120.8	100.0

5. **Multi-family Residential, Section 7:** Maximum Dwelling Units Per Acre of the Multi-Family Development Standards of Exhibit “C” is hereby deleted.

6. **All Uses Except Single Family Residential, Section 5:** Section 5 will be added to Exhibit “C” to require the following: ““Architectural Standards,” Chapter 14, Article 14.02, Division 6, of the City of Manor Code of Ordinances, including masonry requirements, shall apply. “Outdoor Lighting,” Article 15.05, of the City of Manor Code of Ordinances shall apply.” “Landscaping and Screening” Article 15.03 of the city of Manor code of Ordinances shall apply. “Parking Standards” Article 15.02 of the city of Manor Code of Ordinances shall apply.
7. **Medium Density Residential.** Exhibit “C” to the Agreement is amended to add minimum development standards to land designated “Medium Density Residential” on the Master Land Plan or any amendment of the Master Land Plan as follows:

“Medium Density Residential

1. Permitted Uses. The following uses are permitted:

- (a) Medium Density Residential

- (i) Condominium
 - (ii) Single-Family attached (2 units)
 - (iii) Single-Family attached (3 units or more)
 - (iv) Detached and attached townhome

2. Development Standards.

Residential Regulations	TF	TH
Minimum Lot Area	8,750 SF	3,000 SF per unit single lot ½ Acre common lot
Minimum Lot Width Corner Lots + 10'	70'	30' single lot 125' common lot
Front Setback	25'	25'
Streetscape Yard	NA	15' common lot
Interior Side Setback	NA	0' attached 10' detached
Exterior Side Setback to Residential	7.5'	0' attached 5' detached 15' common lot
Exterior Side Setback to Non-Residential	10'	15'
Streetside Setback	15'	15' common lot
Streetscape Yard	NA	15'

Rear Setback to Residential	20'	20'
Streetscape Yard	NA	15' common lot
Rear Setback to Non-Residential	25'	25'
Streetscape Yard	NA	15' common lot
Maximum Height	45'	45'
Maximum Principle Structure Lot Coverage	50%	50%
Max. Principle and Accessory Structure Lot Coverage	60%	60%
Minimum Dwelling Unit Size	1,000 SF	1,000 SF
Maximum Dwelling Units	2	1/single lot 12/acre common lot
Maximum Units per Structure	2	6

3. Parking Standards

(a) General Access Standards

- (i) Sites, other than single-family, that are expected to generate more than 2,000 trips per day must have at least one access point from a collector or arterial roadway unless otherwise supported by a traffic impact analysis (TIA).
- (ii) No single-family dwelling, condominium, townhouse, or two-family dwelling unit may take direct access to arterial or major collector roadways if the property has alternative access. If it can only be accessed by an arterial street, or major collector then adequate on-site maneuvering space must be provided, as vehicles will not be allowed to back directly into these roadways.
- (iii) Driveways shall be located and designed with respect to both the public street and the onsite circulation to provide maximum safety and to minimize interference with street traffic. To ensure this, a traffic impact analysis may be required at the owner's expense.

- (iv) The owner, successor or assigns shall do all work and pay all costs in connection with the construction of access driveways and their appurtenances on the right-of-way.
 - (v) If a curb inlet is present, there shall be ten feet between the inlet opening and the edge of the driveway curb return.
 - (vi) The angle of driveway approach shall be approximately 90 degrees.
 - (vii) All driveways must be constructed within the street frontage of the subject property, as determined by extending the side property lines to the curb line. Neither the driveway nor the curb returns shall overlap adjacent property frontage without written approval from the adjacent property owner.
 - (viii) Where divided driveways are proposed, on site circulation must be designed to minimize driver confusion and reinforce the one way traffic flow on either side of the driveway median.
- (b) Internal Circulation Standards
- (i) Internal vehicular circulation patterns must provide clear and direct paths to principal customer entrances, outlying pad sites and parking areas.
 - (ii) Major drive aisles, aisles which provide the primary access through the development and connect to the public right-of-way, shall serve as primary means of access for both vehicular and pedestrian access through the site. Major drive aisles shall:
 - (A) Provide a six-foot sidewalk along both sides;
 - (B) Create pedestrian and vehicular blocks no greater than 800 linear feet in length without an intersection of another major drive aisle;
 - (C) Be owned and maintained by the property owner or a property owner's association;
 - (D) Be included in a joint access easement when traversing more than one lot; and

(E) Are subject to the parking lot design and screening standards identified in Section 4.

(iii) Internal intersections of drive aisles must have adequate sightlines and traffic controls to minimize potential accidents.

(iv) Entry driveways equipped with controlled access gates must provide a minimum of 50 feet of storage space measured from the gate to the property line.

(v) All semicircular drop-off drives shall be designed to operate in one direction only.

(vi) The minimum width for an internal drive or circulation aisle with no parking is 20 feet for two-way traffic and ten feet for one-way traffic. Additional width, up to 26 feet for two-way traffic and 15 feet for one-way traffic, may be required where traffic volumes are heavy or where obstructions or circuitous alignment necessitates a wider drive for clearance of turning vehicles. Fire department access criteria must also be met.

(vii) Internal access drives must be aligned or offset by a minimum of 60 feet measured centerline to centerline.

(viii) All off-street parking spaces shall be accompanied by adequate automobile maneuvering area permitting full and direct ingress and egress to such parking spaces. The maneuvering area thereto shall be located entirely upon private property.

(ix) Dead-end parking aisles/modules restricted.

(A) Circulation for each row of parking spaces within nonresidential parking lots shall provide at least two points of ingress or egress so as to prevent the creation of dead-end parking aisles or modules.

(B) The development services director or his/her designee may exempt the development from this requirement if the development services director or his/her designee finds that:

(i) There are special conditions unique to the property, such as lot size, shape, orientation, topography, or other physical features that

are not generally characteristic of other properties in the area.

(ii) The undue hardship is not self-induced or created by the applicant, nor is it strictly pecuniary/financial.

(iii) In granting the exemption, the development services director or his/her designee may impose such additional conditions if necessary and desirable in the public interest.

(c) General Off-Street Parking Requirements

(i) Required off-street parking areas shall not be used for the commercial sale, repair, dismantling, servicing, storage or display of vehicles, equipment, materials, supplies or merchandise.

(ii) Where open land is used for manufacturing, storage, or other operations in a manner similar to indoor operations, such open land shall be added to floor space in determining the number of parking spaces required.

(iii) All off-street parking spaces, accompanying maneuvering areas and driveways specifically designed for licensed vehicles shall be asphalt or concrete.

(iv) Parking spaces must be arranged and marked and paved areas to provide for orderly and safe parking.

(v) All off-street parking areas shall be so graded and drained as to dispose of all surface water accumulated within the area, and shall be so arranged and marked as to provide the orderly and safe loading or unloading, parking and storage of vehicles in accordance with stormwater, detention and water quality requirements.

(vi) No requirement set forth in this chapter shall be construed to prevent collective utilization of any off-street parking facility for two or more buildings or uses, providing, however, that the total number of off-street parking spaces shall not be less than the sum of the requirements for the particular individual uses computed separately in accordance with the applicable regulations for off-street parking spaces.

(vii) All required off-street parking spaces shall be located entirely on the same lot as the principal structure or following the requirements for off-site accessory parking herein.

(A) Off-site parking spaces shall be located no further than an adjacent property or across one public or private right-of-way.

(B) Access to off-site parking shall not interfere with the normal movement of traffic along adjacent arterials or collectors, as specified in the transportation master plan, nor as to endanger pedestrians moving between the parking area and the structure served. Off-site parking is not allowed in any area that would require a pedestrian to cross an arterial street or higher category roadway.

(C) To discourage the use of thoroughfares by circulating vehicles, provisions for circulation between adjacent parcels should be provided through coordinated or joint parking systems.

(D) The off-site parking area shall remain in use as long as the parking requirement exists or until such time that adequate on-site parking is provided.

(E) In any case where required parking spaces are not located on the same property with the activity or establishment, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes shall be properly drawn and executed by the parties concerned, approved as to form by the city attorney, filed with Travis County and submitted with the application for site plan approval.

(viii) Shared parking agreements. The city council may grant a special exception to allow two or more uses to share parking spaces upon showing that the particular uses in question will require parking at different times and the grantor of the shared parking must provide a letter stating their total number of available spaces on the property and the number of spaces they are permitting to be shared and the times those spaces are available to the grantee. Only properties sharing a common property boundary will be allowed to share parking. Any spaces the council allows to be shared count toward the number of spaces each use must

provide. The grantor may only share a maximum of 25 percent of their total available parking to the grantee.

(ix) Compact spaces are prohibited.

(x) The location and design of handicapped parking spaces shall be as required by ordinance and state and federal law including, but not limited to, current ADA Standards for Accessible Design.

(xi) Automotive vehicles or trailers not bearing current license plates and state motor vehicle inspection stickers, excluding racing cars, antique cars, and cars belonging to members of armed forces who are on active duty, shall be parked or stored on any residential area only in completely enclosed buildings. No vehicle, trailer or major recreational equipment shall be parked or stored on any lot except that it shall be enclosed in a building or parked on a driveway or a concrete, paved, stone pad or all-weather surface installed for such purpose and subject to the requirements herein.

(xii) The maximum number of parking spaces for nonresidential use areas shall not exceed 150 percent of the parking required pursuant to the minimum parking requirements of this article.

(xiii) The maximum number of parking spaces for residential use areas shall not exceed 125 percent of the parking pursuant to the minimum parking requirements of this article.

(xiv) Required parking spaces and drives must be ready for use and approved by the building official before a certificate of occupancy may be issued.

(d) Minimum Parking Requirements

(i) Two-Family Residential shall have a minimum two spaces for each dwelling unit, and one-half space for each additional bedroom above two

(ii) Townhouse Residential shall have two spaces for each dwelling unit plus an additional 20 percent of the total number of units for guests when developed on a common lot.

(iii) Non-residential uses shall have minimum parking requirements as the same or similar uses as those found in Ordinance 571 Site Development

(iv) Lots containing more than one use shall provide parking in the amount equal to the total of the requirements for all uses.

(v) Parking requirements may be administratively amended as approved by the building official.

(e) Parking Space and Parking Lot Design

(i) Parking Space Dimensions

A. Accessibility. Parking spaces designated as handicapped must comply with the design and location requirements of the American National Standards Institute (A117.1) and the Texas Accessibility Standards administered by the Texas Department of Licensing and Regulation.

B. Dimensions. All parking areas and spaces shall be provided with wheel stops for each individual parking space, or wheel stop curbing designed to prevent parked vehicles from extending beyond the property lines, damaging adjacent landscaping, walls or buildings, or overhanging sidewalk areas. Each handicapped accessible parking space without a curb stop should be furnished with a parking barrier. Barriers should not block the access aisles between handicapped accessible spaces. If the parking space is located adjacent to a sidewalk a wheel stop for each individual parking space is required in addition to any raised curb provided.

C. Minimum parking dimensions

Minimum Parking Dimensions					
Angle (Degrees)	Width (ft)	Length (ft)	Adjacent Aisle Width (ft)		
			One-Way	Two-Way	Fire Lane
90	9	19	N/A	24	26'
75	8.5	19.5	25	24	26'

60	8.5	17	18	24	26'
45	8	16	18	22	26'
Parallel	8	25	15	20	26'

(ii) Parking Lot Setback

- A. See section 2 for distances regarding streetscape yard.
- B. Parking lots within 20 feet of a public right-of-way must have a maximum of seven contiguous spaces separated by a landscape island that is a minimum of 18 feet by 19 feet, the area of two parking stalls.
- C. Parking is discouraged along major entrance drives.

(iii) Drive Aisle Widths

- A. For aisles without parking spaces, Aisle widths may be reduced to 20 feet for two-way traffic and 10 feet for one-way traffic unless otherwise required by the Fire Code.

(iv) Parking Lot Landscaping

- A. Landscaping shall be included within surface parking lots in accordance with section 4.

(v) Parking Lot Striping

- A. All striping for parking stalls shall be minimum of four (4) inches wide of white safety traffic paint designated for such use. All other markings required to designate crosswalks, directional arrows, fire lanes, ADA accessible spaces, or service areas shall be in compliance with the State Manual of Uniform Traffic Control Devices (MUTCD) and/or the International Fire Code.

Parking requirement may be administratively amended, as approved by the building official.

4. Landscaping and Screening

(a) Selection

(i) Plantings shall consist of a mix of native drought tolerant trees, shrubs, ornamental grasses, flowering perennials and ground cover or a similar Central Texas native plant resource approved by the development services director.

(ii) When native material is not appropriate for the intended use or appearance, the development services director may consider alternatives meeting the following criteria:

(A) Species is found within zones 8—9 of the USDA Plant Hardiness Zones with preference given to species located in zone 8b; or

(B) Species is considered regionally adapted to heat, cold, and drought conditions, is non-invasive, and is not readily susceptible to disease or pests.

(iii) All new plant material shall meet the latest requirements of the American Standard for Nursery Stock (ANSI Z60.1).

(iv) All new plant material shall be planted and maintained in accordance with the latest edition of the American National Standards Institute requirements for Tree, Shrub, and Other Woody Plant Maintenance (ANSI A300 Parts 1 through 6).

(b) Trees

(i) Type A and B trees provided shall be a minimum of three-inch caliper at planting.

(ii) Type C trees provided shall be a minimum of two-inch caliper at planting.

(c) Shrubs, vines, ground cover, perennials and ornamentals

(i) Shrubs, vines, ground cover, and perennials shall be planted within landscape planting beds to minimize the amount of irrigated lawn or turf grass.

(ii) Shrubs, vines, ground cover, and perennials shall be a native Central Texas variety, and a minimum three-gallon container size at time of planting.

(iii) Ornamental grasses shall be a native Central Texas variety if utilized in lieu of shrubs so long as they are a minimum three-gallon container size at time of planting.

(iv) Yuccas, agaves, succulents, cacti, and sotols recognized as native or hardy to the area by the Lady Bird Johnson Wildflower

Center may be considered in lieu of shrubs if they are a minimum three-gallon container size at time of planting.

(d) Turf and lawn grass

(i) Turf areas may be sodded, plugged, sprigged, or seeded, except in times of stage 3 or greater drought at which time solid sod shall be utilized. Solid sod shall also be used in swales or other areas subject to erosion as determined by the city engineer.

(ii) Right-of-way shall be restored and maintained with vegetative ground cover as required by the city engineer.

(iii) Synthetic or artificial lawns or plants shall be prohibited.

(e) Landscape planting beds

(i) Landscape planting beds containing native shrubs, vines, perennials and ornamentals are encouraged to minimize the amount of irrigated lawn or turf grass.

(ii) Irrigation within landscape beds shall be limited to a drip irrigation system as required within this article.

(iii) All debris, wood chips, pavement, concrete, and rock over two inches in diameter shall be removed from the planting pit to a minimum of 24-inch depth. The entire planting bed shall contain a minimum depth of 24 inches of soil suitable for plant establishment and growth and may not be compacted or stabilized.

(iv) A native drought tolerant ground cover or an organic wood mulch shall be installed to conserve moisture in the ground and improve soil fertility. Native rock such as limestone, river rock, crushed granite or similar architectural material may be considered in landscape planting beds when used in combination with the native drought tolerant ground cover or organic mulch to enhance interest and add variety in the landscape. At no point shall an entire site's landscape planting bed be covered in rock, unless otherwise approved by the development services director.

(v) Landscape planting beds may be used as stormwater collection areas commonly known as rain gardens, provided the planting beds are designed to prevent loss of mulch and planting material, include plants capable of surviving wet and drought conditions, and include either engineered soils or other design measures to prevent stagnant conditions.

(f) Minimum Landscaping Requirement

- (i) Two-Family and single lot Townhome developments shall have:
 - A. 2 Trees for properties 6,000 s.f. or less.
 - B. 3 Trees for properties between 6,001 and 8,750 s.f.
 - C. 4 Trees for properties above 8,751 s.f.
 - D. All lots — 4 shrubs per 10' foundation facing a street, exception of driveway.

- (ii) Common lot residential developments shall have:
 - A. 1 Tree per each non-corner dwelling unit and 2 trees per each corner dwelling unit. A corner residential dwelling shall be considered a dwelling adjacent to two public streets, internal drives, or a combination thereof.
 - B. 4 shrubs per 10' of foundation facing a street or internal drive.

- (iii) Neighborhood Business developments shall have a minimum of 20% landscaped area with:
 - A. 2 Trees per 600 s.f. of landscaped area
 - B. 4 shrubs per 600 s.f. of landscaped area

(iv) Additional plantings may be required to comply with the streetscape, building, bufferyard, screening, and parking lot landscaping requirements.

(g) Tree Diversity

(i) If 30 or more new trees are required, there shall be no more than 20 percent of any tree species, and no more than 40 percent of any tree genus planted on a site.

(ii) If 30 or fewer new trees are required, tree diversity shall be provided in accordance with the table below.

(iii) No more than 50 percent of the total number of new trees required on site may be Type C trees per the table below.

Number of New Trees Required	Minimum Number of Species of Tree Required
1-10	1
11-20	2
21-30	3

(h) Placement of Landscaping

(i) Streetscape yard landscaping. Street trees help to provide a visual and audible buffer to mitigate vehicular traffic from adjacent land uses, and also assist with improving regional air quality. The streetscape yard required per section 2 shall include the street trees

and shrubs required below. Trees may be planted in a non-linear or clustered fashion as long as the total number of trees otherwise required are provided and all trees and shrubs are planted so as to not block views of vehicles entering or exiting a development. Street yard trees and shrubs may be used to meet the overall landscaping requirements established in section 4(f).

(A) One medium or large tree (Type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent.

(B) One small tree (Type C) must be planted for every 20 linear feet of street frontage when overhead utilities are present.

(ii) Building foundation landscaping. A landscape planting bed consisting of a minimum five-foot deep planting strip as measured at ground level extending outward from the building façade and extending at least 50 percent of the length of the building's primary facades shall be provided.

(A) One shrub shall be planted every four linear feet on center within the planting strip.

(B) Ornamental Type C trees may be planted within the planting strip.

(C) Shall comply with the general planting criteria as provided in this chapter.

(D) The building foundation landscaping requirements may be used to meet the overall landscaping requirements established in section 4(f). Above ground planters, tree wells, vegetative roof systems or similar approaches may be considered when traditional building landscaping is not feasible.

(iii) Surface parking design requirements. Landscaping is required for all off-street surface parking areas, with exception of an individual single-family dwelling driveway, and may be used to meet the overall landscaping requirements. Landscaping shall be designed as provided below without blocking views of vehicles entering or exiting at intersections within the parking lot, along adjacent streets, at driveways, and access easements. Where designated on-street parking spaces are proposed as part of a development, this provision shall apply.

(A) End Islands. An end or raised island at least 180 square feet in area must be located at both ends of every interior and peripheral parking row, regardless of the length of the parking row. End islands may have sidewalks through them.

(1) All end islands must be raised at least six inches, curbed and must contain a surface, the majority of which is planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized. An alternative end island design may be considered to address stormwater runoff if approved by the city engineer.

(B) Interior islands. All interior islands must be raised at least six inches and curbed, with the majority of the area of each island planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized. An alternative interior island design may be considered to address stormwater runoff if approved by the city engineer.

(C) Medians. A landscape median must be raised at least six inches, curbed and must contain a surface, the majority of which is planted or treated with enhanced paving. Medians shall be a minimum of ten feet in width measured from back of curb to back of curb.

(1) The soil within the planted area shall not be compacted or stabilized. An alternative median design may be considered to address stormwater runoff if approved by the city engineer.

(D) Parking rows. A parking space delineated by striping or curbing may not be located more than 50 feet from a landscaped area containing a tree.

(1) A parking row adjacent to a public right-of-way or major drive aisle shall have a maximum of ten contiguous parking spaces separated from the right-of-way or drive aisle by a landscape peninsula of at least 360 square feet as measured from the backs of curbs or the equivalent of two parking spaces.

(2) In no case shall a parking row exceed ten parking spaces without a separation of a landscape island or peninsula of at least 180 square feet as measured from the backs of curbs.

(3) There shall be no more than three adjacent parking rows without a landscape median of least ten feet in width measured from back of curb to back of curb. A sidewalk may be included within the landscape median if the median is expanded to ensure a minimum ten feet wide landscape area is maintained.

(4) Landscape medians shall be utilized within parking area designs to segment large expanses of surface parking into "parking rooms" such that each parking room has no more than 200 parking spaces.

(5) All parking rows must terminate with a landscape end island or peninsula of at least 180 square feet regardless of parking row length. End islands or peninsulas may have sidewalks through them.

(6) Landscape islands, peninsulas, and medians may be utilized to accommodate innovative storm water management approaches (i.e. rain gardens) provided they are designed and certified by a registered landscape architect or engineer and approved by the development services director in consultation with the city engineer. All landscape islands, peninsulas, and medians shall contain a surface, the majority of which is vegetated.

(7) Any landscape area adjacent to pavement must be protected with a concrete curb and/or an equivalent barrier such as a wheel stop.

(E) Required plantings within the landscape islands, peninsulas, and medians.

(1) One tree shall be planted within each landscape island and peninsula. If a landscape island extends the length of two parking spaces then two trees shall be planted within the landscape island.

(2) One tree shall be planted at least every 30 feet within a landscape median, measured from the center of each trunk.

(3) All new trees within a parking lot must be planted in a pervious area of at least 180 square feet and with a minimum interior width of eight feet.

(i) Screening Requirements

(i) Screening of parking lots. All off-street surface parking associated with non-residential and multi-family uses and districts must be screened from public rights-of-way and major drive aisles using one or more of the screening methods: A vegetated berm; a planting screen utilizing evergreen shrubs; a three-foot tall wood picket fence, or a three-foot tall native rock, stone, or brick wall may be permitted if used in combination with native ornamental grasses, shrubs, flowering perennials or similar; or a combination of any of the above and trees.

(A) Planted screening must be capable of providing a solid screen of at least 36-inches in height within two years, and must be planted in a prepared bed that is at least three feet in depth. Parking lot screening shrubs may be used to meet the overall landscaping requirements established in section 4(f).

(B) Screening must have a visual offset of at least three feet every 60 linear feet. While a physical offset is required, the use of clumped street trees within planting beds may be considered when establishing the visual offset.

(ii) Screening of mechanical equipment. Mechanical equipment utilized in all developments shall be subject to the following screening requirements:

(A) All ground and wall-mounted mechanical equipment (e.g., air handling equipment, compressors, duct work, transformers and elevator equipment) must be screened from public view from a street or parking area, and on a minimum of three sides.

(B) Roof-mounted mechanical equipment must be completely screened from ground level view on all sides using a parapet wall. The parapet wall shall be provided along the full perimeter of the building and be architecturally integrated into the structure. If topography prevents full screening of the mechanical equipment through the use of a parapet wall, alternative screening of the mechanical equipment in the area where a conflict occurs may be considered by the building official.

(C) Wall or ground-mounted equipment screening must consist of native evergreen vegetation, brick, stone, reinforced concrete, or other similar masonry materials.

(D) All fence or wall posts shall be concrete-based masonry or concrete pillars.

(E) Exposed conduit, ladders, utility boxes and drain spouts must be painted to match the color of the principal structure. Natural metallic finishes are an acceptable alternative to paint.

(iii) Screening of outdoor storage.

(A) Outdoor storage in non-residential zoning districts shall only be located on the side or rear of the principal structure and must be screened from public view at ground level.

(B) Outdoor storage shall be screened with a minimum eight-foot tall screen consisting of one or more of the following:

(1) A masonry wall or other material that is similar to the principal structure;

(2) Native, evergreen shrubs planted a maximum of four feet apart on center that shall create a solid screen to a minimum height of eight feet within two years; or

(3) A three-foot landscaped berm in conjunction with the aforementioned masonry wall or evergreen shrubs.

(iv) Screening of refuse containers. All trash, recycling, compost and similar refuse containers for non-residential and multi-family uses and districts shall comply with the following standards and screening:

(A) Containers shall be located on the side or rear of the principal structure and screened from ground level public view. Enclosure gates shall not face a public street unless otherwise approved by the development services director.

(B) Containers shall be located at least 50 feet away from the property line of any conforming residential use or the boundary of any residential district with exception, the distance requirement shall not be applicable when adjacent to a multi-family property or district.

(C) Containers shall be located on a reinforced slab that is at least six inches thick and sloped to an internal drain which is connected to a stormwater line.

(D) Containers shall be screened on all four sides, using an enclosure that screens the container from view at the property line. Screening shall be at least as tall as the container(s) and comprised of materials and color schemes that are visually and aesthetically compatible

with the overall project that incorporate the following: Brick; Stone; Stucco; Reinforced concrete; or Other similar masonry materials as approved by the development services director.

(E) Concrete filled steel pipes (bollards) of minimum six-inch diameter shall be located around the enclosure to protect it from vehicle operations while not obstructing operations associated with the container.

(F) Container enclosures shall have steel gates with spring-loaded hinges, or the equivalent, and fasteners to keep them closed. With exception of typical container operations, the container lid and enclosure doors shall be in the closed position. At no time shall a container enclosure door be left in the open position.

(G) When an enclosure is located adjacent to a landscaped area, trees, shrubs, vines, perennials and ornamental plantings as permitted in this article shall be located around the container enclosure to enhance the aesthetics. All screening and landscaping shall be maintained by the property owner at all times.

(H) The ingress, egress, and approach to all container pads must conform to fire lane requirements.

(v) Screening of storm water detention. Storm water detention and water quality ponds (if provided) should be located to the side or rear of a lot to minimize visibility from a public street, major drive aisle, and patron parking. All storm water detention and any water quality facilities within the city shall be screened by means of the following landscape elements:

(A) One type A or type B tree shall be planted for every 30 linear feet of the detention and/or water quality facility visible from a public street or major drive aisle; and

(B) One Type C tree shall be planted for every 30 linear feet of the detention and/or water quality facility visible from a public street or major drive aisle; and

(C) One large shrub (minimum five-gallon size) shall be planted on center for every four linear feet of the detention and/or water quality facility visible from a public street or major drive aisle; and

(D) Wrought iron fence (minimum four feet in height) shall be installed around the perimeter of the detention and/or water quality facility when a fence is required to ensure safety. Plantings shall be installed in front of the fence.

(E) Full or partial exceptions to the screening requirement may be approved by the development services director if the facility is designed as a retention pond with a waterfall, fountain or similar feature used as a visual enhancement to a development.

(j) Bufferyard Screening Standards

(i) Minimum requirements.

(A) Four large and/or medium evergreen trees and 15 shrubs per 100 linear feet of the site development boundary;

(B) Opaque bufferyard wall as required below; and

(C) Minimum distance from the property line as established in section 2.

(D) The landscaping required within bufferyards shall be provided in addition to the site landscaping required in section 4(f).

(ii) Existing conditions.

(A) When healthy, native trees and shrubs are located within the required bufferyard, the existing trees and shrubs shall not be removed or replaced with new plantings.

(B) In areas where vegetation is not present, where nuisance vegetation (i.e. poison ivy) is dominant, or where diseased or dead trees or shrubs exist, bufferyard plantings shall be required as provided above.

(iii) Permitted encroachments.

(A) Passive recreation including pedestrian or bike trails provided that:

- (1) None of the required plantings are eliminated;
- (2) The total depth of the bufferyard from the property line is maintained;
- (3) All other regulations of this article are met; and
- (4) If approved by the development services director.

(B) Stormwater detention may be considered if:

- (1) Designed as a commonly known rain garden with engineered soils;
- (2) None of the required plantings are eliminated;
- (3) The total depth of the bufferyard from the property line is maintained;

- (4) All other regulations of this chapter are met; and
- (5) If approved by the development services director.

(iv) Bufferyard walls.

(A) Walls shall be at least six feet and at most eight feet tall. When the adjacent property and the bufferyard are at different elevations, the development services director may require a fence or wall height, berms or other device greater than eight feet to ensure adequate buffering.

(B) Walls shall be placed within one-foot of the common property line when physically possible and preferably replace existing fence lines. In the event that there is a physical constraint that will not allow the construction of a wall on the common boundary line (including, but not limited to, the existence of a drainage way, easement, or existing vegetation), the development services director may authorize the wall to be located further from the property line or an alternative screening type to be utilized.

(C) Walls shall not encroach into a main drive aisle.

(D) When the adjacent use is across a street, no wall shall be required.

(E) When the required bufferyard plantings are tripled or there is an existing tree line proposed for preservation abutting an existing fence, the development services director may allow the wall or planting requirement to be reduced.

(F) A building permit is required for walls taller than six feet. Walls and masonry columns shall meet the footing standards prescribed by the building code for such structures.

(G) Walls may be masonry, stone, concrete, masonry fencing, or a combination of these materials, and shall be finished on both sides. Walls may be accented by brick, stone, stucco, exterior insulation and finish system (EIFS), or concrete columns.

4. Additional Conditions and Limitations

(a) Cul-de-sac lot widths shall be measured at the building setback line and be equal to the minimum lot width.

(b) Allowed Setback Encroachments. With the exception of required bufferyard setback landscaping areas, building setbacks can be encroached upon in a manner described in this subsection.

- (i) Driveways and vehicular use areas.
- (i) Stairways, balconies, covered porches, mechanical equipment, bay or box windows or other building extensions approved by the Building Official that do not intrude more than six (6) feet into the rear or street setback, provided they remain outside of all easements.

(ii) A private, single-family swimming pool may have the edge of water located no closer than three (3) feet to a rear or side property line, provided the pool remains outside of all easements.

(iii) With the exception of the provision listed above every part of a required setback or court shall be open from its lowest point vertically to the sky, unobstructed, except for the ordinary projections of sills, belt courses, cornices, chimneys, buttresses, ornamental features, and eaves.

(iv) Rain barrels, cisterns and solar panels may be no closer than two (2) feet from the property line.

(v) Accessory buildings may encroach into required setbacks according to Table vii(a) below. In no case shall an accessory building encroach into a drainage or public utility easement.

a. Residential Accessory Building Setback Table

Type of Accessory Building	Distance from Property Boundary			
	Street	Rear	Side	Street Side
Detached Garage	25'	7.5'	5'	15'
Accessory Structures 120 sf and over, excluding detached garage	25'	7.5'	5'	15'
Accessory Structure under 120 sf	25'	5'	5'	5'

(c) Unless otherwise satisfied pursuant to the City’s Subdivision Ordinance, Multi-Family, Neighborhood Business, and common lot townhome developments shall provide a minimum 1 acre per 150 dwelling units or 5% of the total site area, whichever is greater, shall be provided to satisfy recreational open space and amenity requirements. Such recreational and amenity shall be located or arranged so as to function as a recreational or amenity area and be uniformly beneficial to all of the dwelling units in the project or development. Open space required to separate structures and

stormwater facilities shall not be considered to be part of the required recreational open space.

(d) Amenities. Multi-Family, Neighborhood Business, and common lot townhome developments shall require at least one private amenity, selected from the list below, for every fifty (50) or more dwelling units. The amenities shall be located on a private open space or landscape lot and shall be owned and maintained by the property owner.

Amenities for multi-family and mixed-use structures

Number of Dwelling Units	Minimum Number of Amenities
0 – 49	0
50 – 99	1
100 – 149	2
150 – 199	3
200 – 249	4
250 or more	5

Amenities

Playground equipment meeting minimum guidelines by the National Playground Safety Institute with a covered shade structure
Dog park (not smaller than 2,500 sq. ft) with minimum depth of twenty-five (25) feet, fenced, and containing a pet drinking fountain
Covered picnic area to contain no fewer than two (2) tables with seating and two (2) grills
Swimming pool
Splash pad
Tennis or racquet ball court
Basketball court
Volleyball court
Community garden or orchard with irrigation (minimum 800 sq. ft)
Gazebo, band stand or outdoor amphitheater
Amenity center with social room for resident use
Private fitness facility
Kitchen available for resident use
Billiards or similar
Theater or similar media room
As approved by the Building Official

8. **Neighborhood Business.** Neighborhood Business (NB) is added to Exhibit “C” as a permitted land use. All development in the NB land use shall comply with the requirements in NB established in the City of Manor Code of Ordinances, with the following exceptions:

A. Hotel use, as defined in the City of Manor Code, as of the date of this Addendum, is added as a permitted use to Section 14.02.017 – Non-residential and mixed-use districts land use table and meeting the following conditions”

- 1) External balconies must be set back at least 200 feet from any residential zoning district.
- 2) Must provide staff on-site 24 hours a day.
- 3) All guest rooms must be accessed through internal hallways, lobby, or courtyard.
- 4) Must provide at least three amenities from the list below:
 - i. Indoor/Outdoor Pool
 - ii. Spa/Sauna
 - iii. Weight Room/Fitness Center
 - iv. Playground
 - v. Sports Court
 - vi. Plaza/Atrium
 - vii. Game Room
 - viii. Jogging Trail
 - ix. Conference Room (1,000 square foot minimum)
 - x. Full-service restaurant (minimum seating capacity of 35)
- 5) The height limit does not apply to hotels. Hotels may be erected to a height not to exceed 10 stories or 150 feet.

B. Commercial use within the NB land is optional but not required.

9. **Planned Unit Development Provisions.** Exhibit “F” to the Agreement is amended as set forth on *Schedule 1* attached hereto.

10. **Exhibit “B” The Master Land Use Plan.** Exhibit “B” to The Master Land Use Plan is hereby updated for the Phase II & III Property and is attached hereto as “Exhibit B-2”.

11. **Exhibit “D” Planned Unit Development Amended and Revised Master Plan.** Exhibit “D” to the Agreement is hereby deleted in its entirety and replaced with Exhibit “D” attached hereto.

12. **Exhibit “C” Approved Land Uses.** The statement in this section, “Any application for a change in land uses shown on the Master Plan is deemed approved if the Planning and Zoning Commission does not disapprove it within 30 days after the date the application is filed with the City Secretary” is hereby waived for all development subject to this Third Amendment.

13. **Timing of Platting.** Article 2 Property Development is hereby amended to add subsection 2.04 as follows:

“2.04 **Timing of Platting.** The Developer agrees to waive the submission requirements of the City’s Subdivision Ordinance and the City agrees to allow concurrent review of the concept plan, preliminary plat, construction plans, and final plat. Upon each submittal the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s Subdivision Ordinance, and any other applicable code or regulation, the plats and plans will be heard

before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s Subdivision Ordinance. Payment amounts under the TIA shall be made pursuant to the provisions above and not be required at plat review.”

14. **Future Amendments.** The Parties hereby agree that to the extent the Agreement needs to be further amended and such amendment only pertains to a portion of the Subdivision and does not modify the obligations in the Agreement as to the remaining owners, then this Agreement may be modified or amended only by joint action of both (a) the City and (b) by the owner of the property subject to the modification or amendment at the time of such modification or amendment. If any amendment covers property within the boundary of one or more of the Municipal Utility districts, then the applicable Municipal Utility District(s) shall also execute any applicable amendment. Notwithstanding the foregoing, in no event shall individual homeowners be required to execute any such amendment.

15. **Ratification of Agreement/Conflict.** All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Third Amendment. To the extent there is any inconsistency between the Agreement and this Third Amendment, the provisions of this Third Amendment shall control. To the extent there is a conflict between this Agreement, including this Third Amendment and the EntradaGlen Development Agreement solely with respect to the Hill Lane obligations and/or Shadowglen Property, the terms of the EntradaGlen Development Agreement shall control. If any of the terms contained in this Agreement, including this Third Amendment, conflict with the terms and conditions ultimately contained in the PID Financing Agreement for the EntradaGlen Project but solely with respect to the Shadowglen Property, the terms and conditions of the PID Financing Agreement shall control.

16. **No Waiver.** No Party’s execution of this Third Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to any other Party’s obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against any other Party.

17. **Governing Law.** This Third Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

18. **Entire Agreement; Binding Effect.** This Third Amendment sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof. The Parties hereto agree and understand that this Third Amendment shall be binding on them and their successors and permitted assigns.

19. **Counterparts.** This Third Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to be effective as of the date first written above.

[SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
SHADOWGLEN SUBDIVISION**

CITY:

CITY OF MANOR, TEXAS, a Texas home-rule
municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

Approved as to form:

By: _____
Veronica Rivera, Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Dr. Larry Wallace Jr., Mayor of THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
SHADOWGLEN SUBDIVISION**

COTTONWOOD:

COTTONWOOD HOLDINGS LTD., a Texas limited partnership

By: Cottonwood General Partner, L.C., a Texas limited liability company, its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, _____ of Cottonwood General Partner, L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
SHADOWGLEN SUBDIVISION**

SGLH:

SG LAND HOLDINGS LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of SG Land Holdings LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
SHADOWGLEN SUBDIVISION**

MERITAGE:

MERITAGE HOMES OF TEXAS, LLC, an
Arizona limited liability company

By: _____
Elliot Jones
Vice President of Land Acquisition

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____,
2021, by Elliot Jones, Vice President of Land Acquisition of Meritage Homes of Texas, LLC, an
Arizona limited liability company, on behalf of said limited liability company.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
SHADOWGLEN SUBDIVISION**

TRAVIS COUNTY MUD NO. 2:

**TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 2**, a political subdivision of the
State of Texas

By: _____
Wilmer Roberts, President
Board of Directors

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
2021, by Wilmer Roberts, President of the Board of Directors of Travis County Municipal Utility
District No. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
SHADOWGLEN SUBDIVISION**

WILBARGER CREEK MUD NO. 1:

**WILBARGER CREEK MUNICIPAL UTILITY
DISTRICT NO. 1**, a political subdivision of the
State of Texas

By: _____
Bill Kochwelp, President
Board of Directors

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____,
2021, by Bill Kochwelp, President of the Board of Directors of Wilbarger Creek Municipal Utility
District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
SHADOWGLEN SUBDIVISION**

WILBARGER CREEK MUD NO. 2:

**WILBARGER CREEK MUNICIPAL UTILITY
DISTRICT NO. 2**, a political subdivision of the
State of Texas

By: _____
James A. Baker, President
Board of Directors

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
2021, by James A. Baker, President of the Board of Directors of Wilbarger Creek Municipal Utility
District No. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

[S E A L]

Notary Public, State of Texas

Schedule 1

“Planned Unit Development Provisions (Exhibit F)”

1. Exhibit F Amended and Revised Master Plan PUD Variances.

A. Based on the actual build out to date of the PUD Property, the Approved Land Uses chart contained on the first page of Exhibit “F” of the Agreement is hereby revised as follows:

Land Use	Acreage	Percentage of total acreage
Commercial (C-1 & C-2)	69.5	11.67
Multi-Family (MF-1 & MF-2)	18.2	3.06
Neighborhood Business	7.9	1.33
Open Space (OS)	481.4	80.81
Institutional (I)	6.8	1.14
Major Roadways	11.9	1.99
Total	595.7	100.0

B. Neighborhood Business. Neighborhood Business (NB) is added to Exhibit F as a permitted land use. All development in the NB land use shall comply with the requirements in NB established in the City of Manor Code of Ordinances, with the following exceptions:

1. Hotel use, as defined in the City of Manor Code, as of the date of this Addendum, is added as a permitted use to Section 14.02.017 – Non-residential and mixed-use districts land use table and meeting the following conditions”

- a) External balconies must be set back at least 200 feet from any residential zoning district.
- b) Must provide staff on-site 24 hours a day.
- c) All guest rooms must be accessed through internal hallways, lobby, or courtyard.
- d) Must provide at least three amenities from the list below:
 - i. Indoor/Outdoor Pool
 - ii. Spa/Sauna
 - iii. Weight Room/Fitness Center
 - iv. Playground
 - v. Sports Court
 - vi. Plaza/Atrium
 - vii. Game Room

- viii. Jogging Trail
 - ix. Conference Room (1,000 square foot minimum)
 - x. Full-service restaurant (minimum seating capacity of 35)
- e) The height limit does not apply to hotels. Hotels may be erected to a height not to exceed 10 stories or 150 feet.

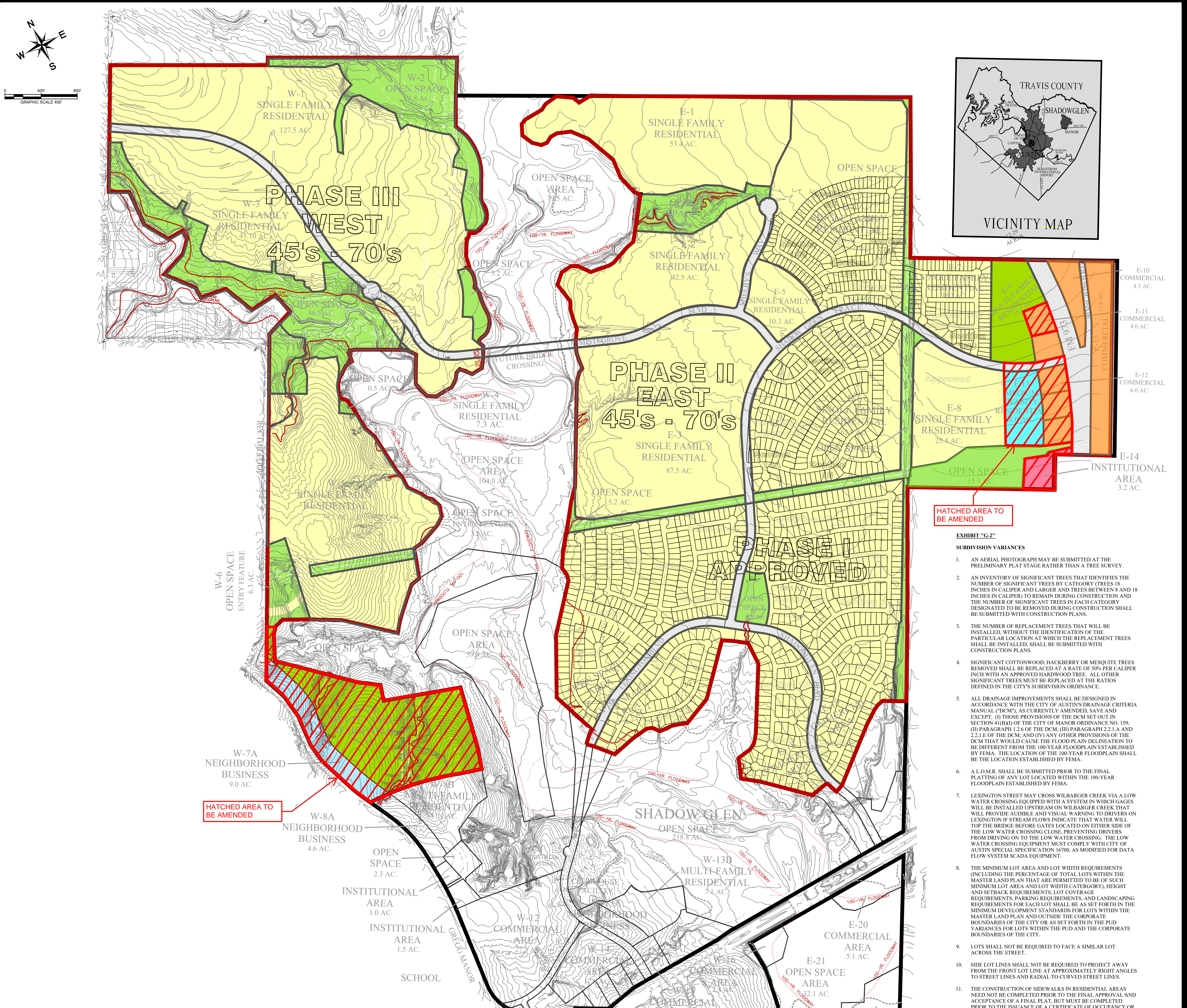
2. Commercial use within the NB land is optional but not required.

C. If a multifamily use is an age restricted development, with common facilities (such as, but not limited to, a cafeteria), then 30 units per acre shall be permitted.

D. Exterior rear and exterior side setbacks between conforming multi-family may follow exterior rear and exterior side setbacks as non-residential.

E. All Uses Except Single Family Residential, Section 5: Section 5 will be added to require the following: ““Architectural Standards,” Chapter 14, Article 14.02, Division 6, of the City of Manor Codes of Ordinances, including masonry requirements, shall apply.” “Outdoor Lighting,” Article 15.05, of the City of Manor Code of Ordinances shall apply.” “Landscaping and Screening” Article 15.03 of the city of Manor code of Ordinances shall apply. “Parking Standards” Article 15.02 of the city of Manor Code of Ordinances shall apply.

Exhibit B-2
Phase II & III Property



- EXHIBIT "G-2"**
SUBDIVISION VARIANCES
1. AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
 2. AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 18 INCHES IN CALIPER AND LARGER AND TREES BETWEEN 18 AND 18 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY DESIGNATED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
 3. THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
 4. SIGNIFICANT COTTONWOOD, HACKBERRY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF 50% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIOS DEFINED IN THE CITY'S SUBDIVISION ORDINANCE.
 5. ALL DRAINAGE IMPROVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF AUSTIN'S DRAINAGE CRITERIA MANUAL (DCM), AS CURRENTLY AMENDED, SAVE AND EXCEPT: (I) THOSE PROVISIONS OF THE DCM SET OUT IN SECTION 418(F) OF THE CITY OF MANOR ORDINANCE NO. 159; (II) PARAGRAPH 1.2.6 OF THE DCM; (III) PARAGRAPH 2.2.1.A AND 2.2.1.E OF THE DCM; AND (IV) ANY OTHER PROVISIONS OF THE DCM THAT WOULD CAUSE THE FLOOD PLAIN DELINEATION TO BE DIFFERENT FROM THE 100-YEAR FLOODPLAIN ESTABLISHED BY FEMA. THE LOCATION OF THE 100-YEAR FLOODPLAIN SHALL BE THE LOCATION ESTABLISHED BY FEMA.
 6. A L.O.M.R. SHALL BE SUBMITTED PRIOR TO THE FINAL PLATTING OF ANY LOT LOCATED WITHIN THE 100-YEAR FLOODPLAIN ESTABLISHED BY FEMA.
 7. LEXINGTON STREET MAY CROSS WILBARGER CREEK VIA A LOW WATER CROSSING EQUIPPED WITH A SYSTEM IN WHICH GATES WILL BE INSTALLED UPSTREAM ON WILBARGER CREEK THAT WILL PROVIDE A DOUBLE AND VISUAL WARNING TO DRIVERS ON LEXINGTON IF STREAM FLOWS INDICATE THAT WATER WILL TOP THE BRIDGE BEFORE GATES LOCATED ON EITHER SIDE OF THE LOW WATER CROSSING CLOSE, PREVENTING DRIVERS FROM DRIVING ON TO THE LOW WATER CROSSING. THE LOW WATER CROSSING EQUIPMENT MUST COMPLY WITH CITY OF AUSTIN SPECIAL SPECIFICATION 16700, AS MODIFIED FOR DATA FLOW SYSTEM SCADA EQUIPMENT.
 8. THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE MASTER LAND PLAN THAT ARE PERMITTED TO BE OF SUCH MINIMUM LOT AREA AND LOT WIDTH CATEGORY), HEIGHT AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS, AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE MASTER LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
 9. LOTS SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
 10. SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND RADIAL TO CURVED STREET LINES.
 11. THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AREAS NEED NOT BE COMPLETED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 10% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
 12. THE AREA WITHIN THE CITY'S TERRITORIAL JURISDICTION ZONED DISTRICT "D-S" SHALL SATISFY THE CITY'S PARKLAND DEDICATION REQUIREMENTS FOR ALL LAND SHOWN WITHIN THE PUD OR THE MASTER LAND PLAN. ALL PROPERTY IDENTIFIED AS OPEN SPACE ON THE PUD PLAN OR ON THE MASTER LAND PLAN SHALL BE DEDICATED TO THE CITY OR TO A MUNICIPAL UTILITY DISTRICT.
 13. THE AREA OF NON-RECTANGULAR LOTS SHALL BE PROVIDED WITH THE FILING OF A FINAL PLAT.

PHASE I (APPROVED)
EAST OF WILBARGER CREEK
AND SOUTH OF POWER EASEMENT

PHASE II
EAST OF WILBARGER CREEK
AND NORTH OF POWER EASEMENT

PHASE III
WEST OF WILBARGER CREEK

PROPOSED LAND USE TABLE

Land Use	Acreage	Percentage	Original Acreage	Percentage
SINGLE FAMILY RESIDENTIAL	832.8	74.3	835.7	74.6
MEDIUM DENSITY RESIDENTIAL	8.0	0.7	0	0
MULTI-FAMILY RESIDENTIAL	51.4	4.6	65.5	5.8
NEIGHBORHOOD BUSINESS	9.0	0.8	0	0
OPEN SPACE	132.9	11.9	135.1	12.1
COMMERCIAL (C-1 & C-2)	26.1	2.3	23.6	2.1
MAJOR ROADWAYS	57.4	5.1	60.9	5.4
INSTITUTIONAL (I)	3.2	0.3	0	0
Total	1120.8	100.0	1120.8	100

ORIGINAL ACREAGE VALUES

ORIGINAL PARCEL	PROPOSED PARCEL
E-9, 12.2 AC, MFR	E-9, 12.2 AC, MDR
E-10, 4.3 AC, COM	E-10, 4.3 AC, COM
E-11, 2.0 AC, COM	E-11, 4.0 AC, COM
E-12, 2.0 AC, COM	E-12, 6.0 AC, COM
E-14, 2.0 AC, COM	E-12, 6.0 AC, COM
E-15, 2.0 AC, COM	E-13, 8.0 AC, MDR
E-16, 8.0 AC, MFR	E-14, 3.2 AC, I
E-17, 3.2 AC, COM	W-7B, 39.2 AC, MFR
W-7, 48.2 AC, MFR	W-7A, 9.0 AC, NB

SHADOWGLEN
MASTER LAND USE PLAN
MANOR, TEXAS
NOVEMBER, 2018

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.
DATED THIS _____ DAY OF _____, 2018.
BY:
HONORABLE MAYOR RITA G. JENSE
MAYOR OF THE CITY OF MANOR, TEXAS

ATTEST:
CITY SECRETARY
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.
DATED THIS _____ DAY OF _____, 2018.
BY:
CHAIRPERSON

Exhibit D
PUD Property

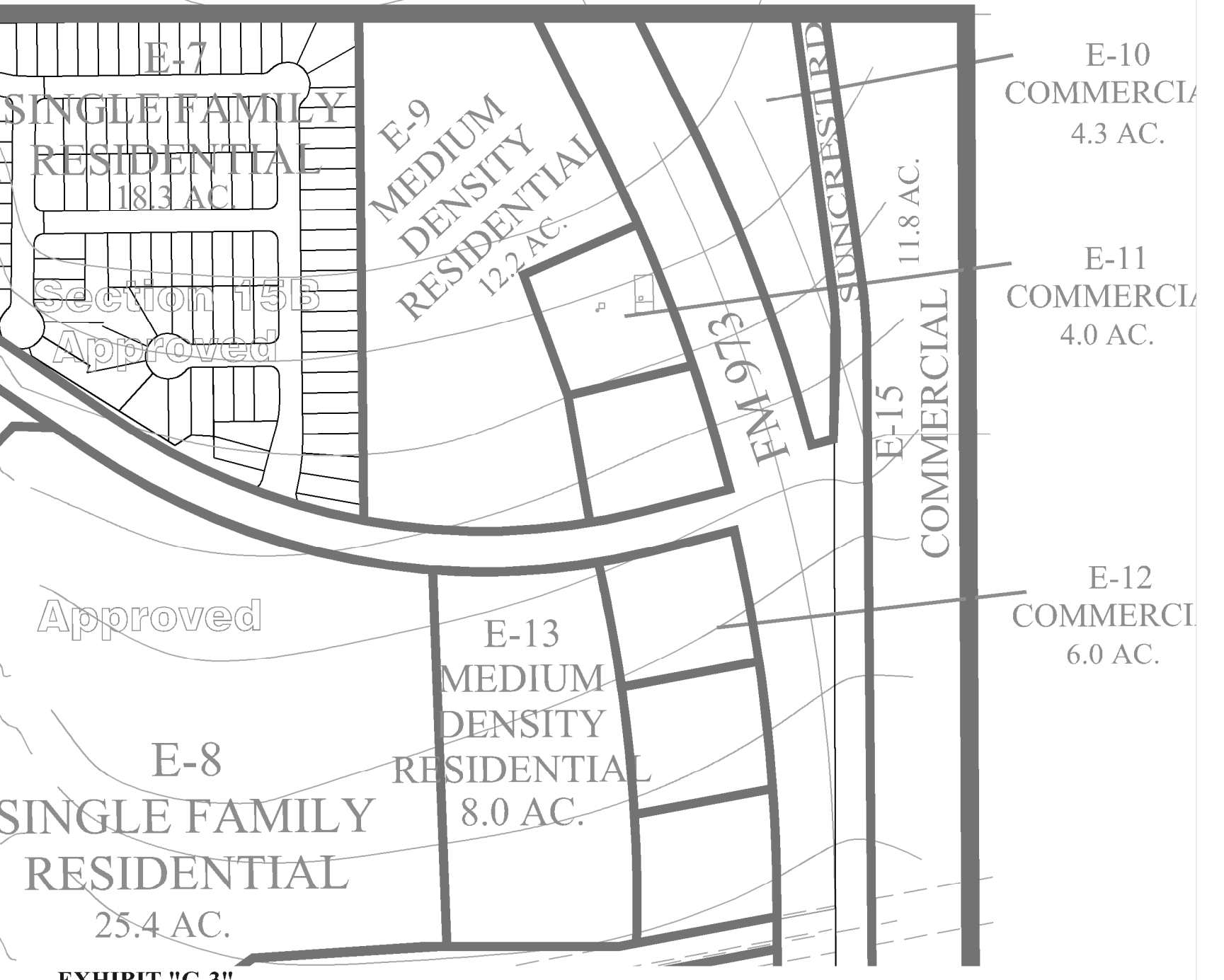
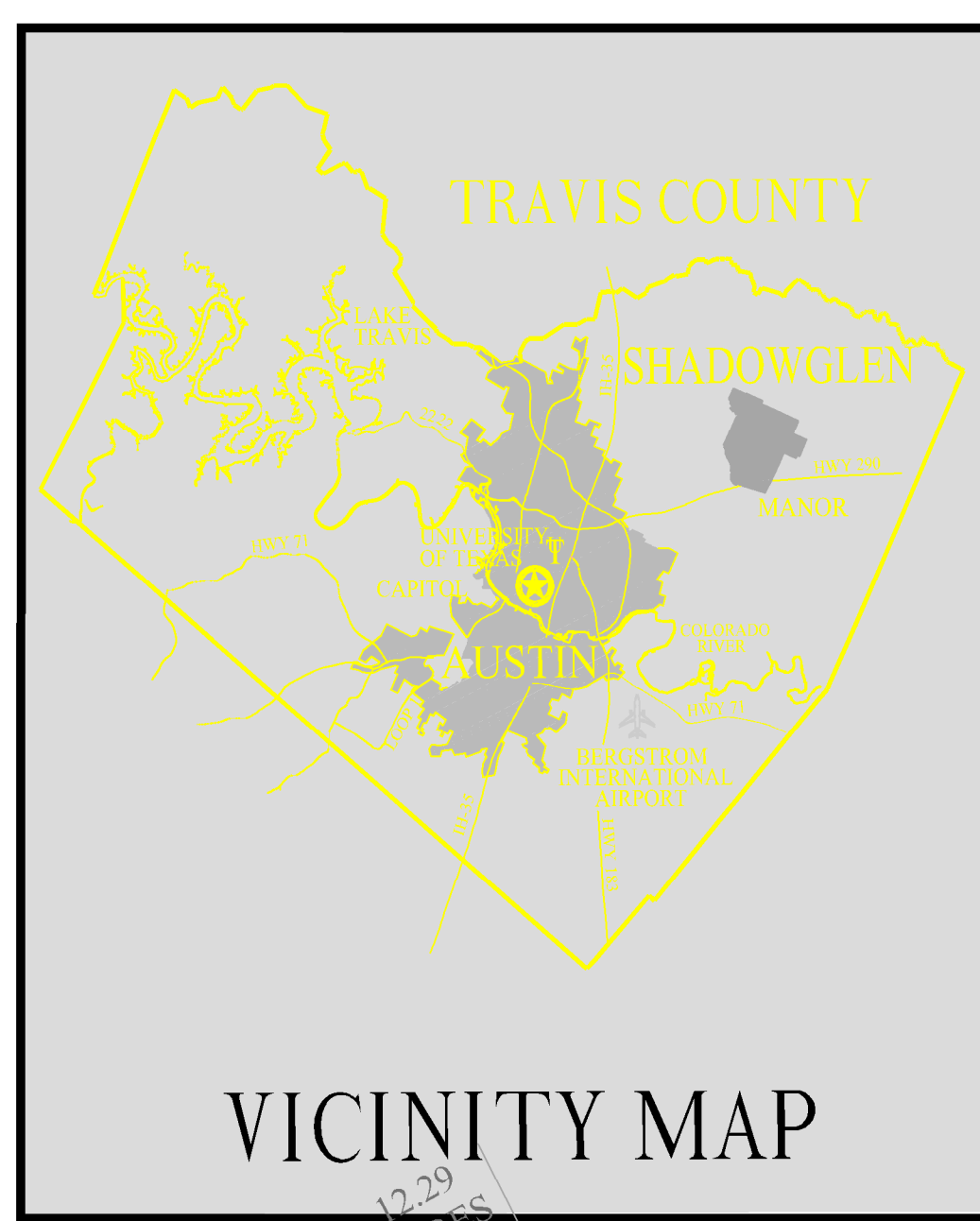
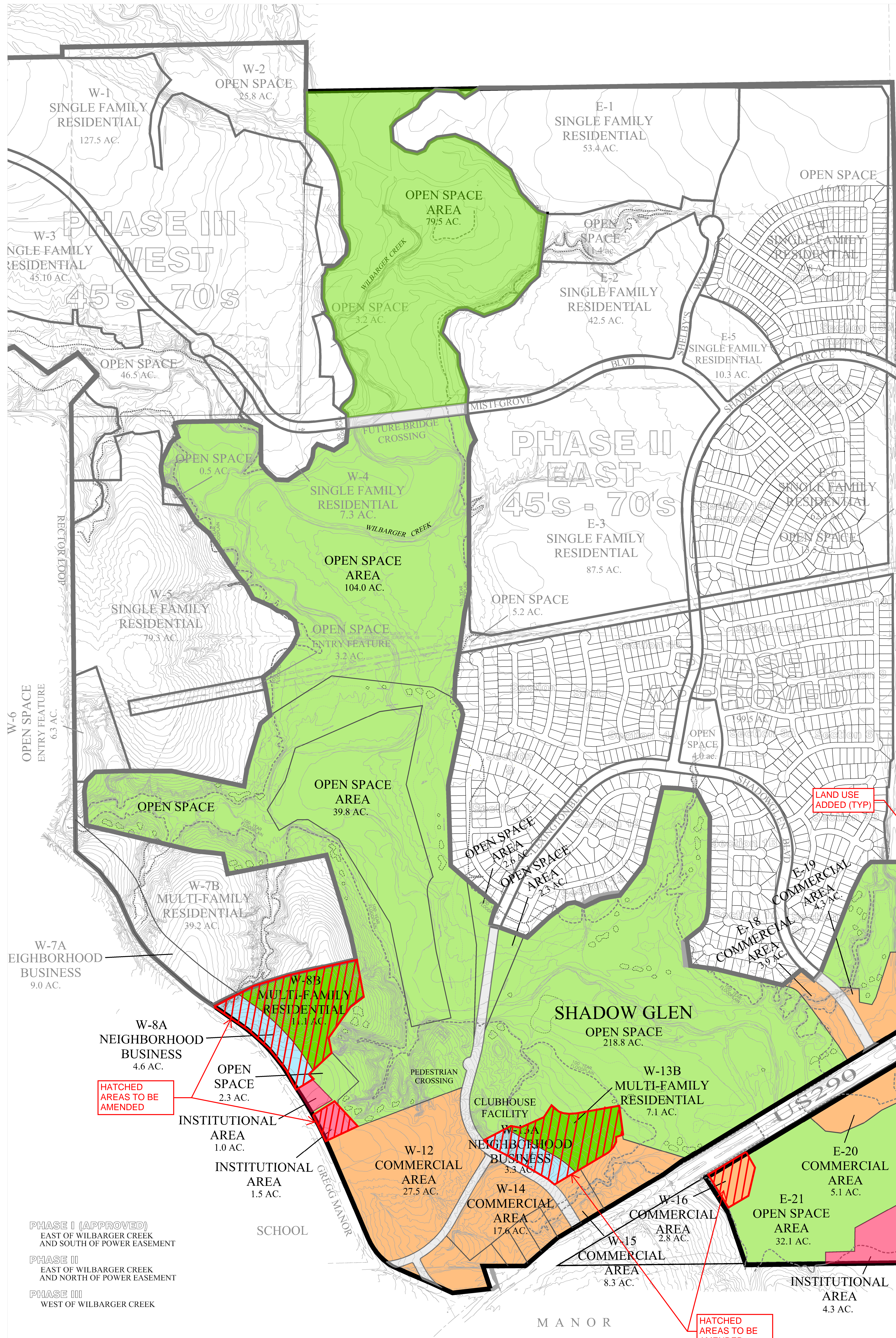


EXHIBIT "G-3"
APPROVED AND REVISED MASTER PLAN PUD VARIANCES

THE FOLLOWING ZONING VARIANCES SHALL APPLY TO PROPERTY LOCATED WITHIN THE PUD AND WITHIN THE CORPORATE LIMITS OF THE CITY.

1. **APPROVED LAND USES**

THE LAND USES SHOWN ON THE AMENDED AND REVISED MASTER PLAN SHALL BE PERMITTED. CHANGES TO THE LOCATION OF THE LAND USES SHOWN ON THE AMENDED AND REVISED MASTER PLAN SHALL BE GRANTED BY THE PLANNING AND ZONING COMMISSION IF: (A) THE PROPOSED LAND USES ARE CONSISTENT WITH THE FOLLOWING TABLE; OR (B) THE CHANGE IN LOCATION OF LAND USES DOES NOT RESULT IN A HIGHER DENSITY USE THAN THE USE SHOWN ON THE AMENDED AND REVISED MASTER PLAN BEING LOCATED ADJACENT TO PROPERTY OUTSIDE THE AMENDED AND REVISED MASTER PLAN. ANY APPLICATION FOR A CHANGE IN LOCATION OF LAND USES IS DEEMED APPROVED IF THE PLANNING AND ZONING COMMISSION DOES NOT DISAPPROVE IT WITHIN 30 DAYS AFTER THE DATE THE APPLICATION IS FILED WITH THE CITY SECRETARY. IF THE PLANNING AND ZONING COMMISSION DISAPPROVES AN APPLICATION FOR A CHANGE IN LOCATION OF LAND USES, THEN THE APPLICANT MAY APPEAL THAT DISAPPROVAL TO THE CITY COUNCIL. THE CITY COUNCIL WILL ACT ON THE APPEAL WITHIN 30 DAYS OF THE DATE THE APPEAL IS FILED WITH THE CITY SECRETARY.

2. **MINIMUM LOT SIZE, HEIGHT AND PLACEMENT REQUIREMENTS**

LAND USE	FRONT YARD SETBACK	SIDE YARD SETBACK	STREET SIDE YARD SETBACK	REAR YARD SETBACK	MIN. LOT SIZE SF	MIN. LOT WIDTH	MAX. HEIGHT LIMIT
C-1 & C-2	25 FT.	7 FT.	15 FT.	15 FT.	7,500	60 FT.	60 FT.
NB	25 FT.	7 FT.	15 FT.	15 FT.	7,500	60 FT.	60 FT.
OS***	25 FT.	10 FT.	15 FT.	25 FT.	7,000	60 FT.	50 FT.
I	25 FT.	15 FT.	15 FT.	15 FT.	7,500	60 FT.	35 FT.**

- * THIS HEIGHT LIMIT DOES NOT APPLY TO HOTELS. HOTELS MAY BE ERECTED TO A HEIGHT NOT TO EXCEED 10 STORIES OR 150 FEET.
- ** THIS HEIGHT LIMIT DOES NOT APPLY TO WATER TOWERS.
- *** THE REQUIREMENTS FOR THE OS DISTRICT ARE SUBJECT TO THE FOLLOWING EXCEPTIONS:
 - (A) THE MINIMUM FRONT YARD, REAR YARD AND SIDE YARD SETBACKS FOR THE CLUBHOUSE FACILITY AND THE COMFORT STATION SHALL BE 0 FEET.
 - (B) THE MINIMUM FRONT YARD SETBACK FOR ANY STRUCTURE LOCATED WITHIN THAT PORTION OF THE OPEN SPACE BEING DEVELOPED AS A GOLF COURSE SHALL BE 5 FEET, UNLESS THE FRONT YARD ADJOINS A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, IN WHICH CASE THE FRONT YARD SETBACK WILL BE 25 FEET FROM THE SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.
 - (C) THE MINIMUM SIDE YARD SETBACK FOR ANY STRUCTURE LOCATED WITHIN THAT PORTION OF THE OPEN SPACE BEING DEVELOPED AS A GOLF COURSE SHALL BE 5 FEET, UNLESS THE SIDE YARD ADJOINS A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, IN WHICH CASE THE SIDE YARD SETBACK WILL BE 25 FEET FROM THE SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.
 - (D) THE MINIMUM STREET SIDE YARD SETBACK FOR ANY STRUCTURE LOCATED WITHIN THAT PORTION OF THE OPEN SPACE BEING DEVELOPED AS A GOLF COURSE SHALL BE 5 FEET.
 - (E) THE MINIMUM REAR YARD SETBACK FOR ANY STRUCTURE LOCATED WITHIN THAT PORTION OF THE OPEN SPACE BEING DEVELOPED AS A GOLF COURSE SHALL BE 5 FEET, UNLESS THE REAR YARD ADJOINS A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, IN WHICH CASE THE REAR YARD SETBACK WILL BE 25 FEET FROM THE SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

3. **LOT COVERAGE**

LAND USE	MAIN BUILDINGS	MAIN & ACCESSORY BUILDINGS
C-1 & C-2	60%	70%
NB	60%	70%
OS	50%	50%
I	50%	60%

4. **PARKING**
- (A) OFF-STREET PARKING AREAS FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVACY FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.
 - (B) THE SITE DEVELOPMENT PLAN FOR THE CLUBHOUSE FACILITY, INCLUDING CART BARN, MAY INCLUDE UP TO 205 PARKING SPACES.

5. **LANDSCAPING**

(A) EXCEPT AS EXPRESSLY PROVIDED IN SUBSECTION (B), THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT MAKE IMPROVEMENTS IMPRACTICAL.

LAND USE	NET LOT AREA
C-1 & C-2	15%
NB	15%
OS	20%
I	N/A

- (B) THE SITE DEVELOPMENT PLAN FOR THE CLUBHOUSE FACILITY, INCLUDING THE CART BARN AND PARKING, SHALL INCLUDE 65 TREES AND 133 SHRUBS.
- (C) LANDSCAPING PLACED WITHIN PUBLIC RIGHT-OF-WAYS SHALL NOT BE CREDITED TO THE MINIMUM LANDSCAPE REQUIREMENTS BY THIS SECTION UNLESS THE DEVELOPER AND THE CITY NEGOTIATE A LICENSE AGREEMENT BY WHICH THE DEVELOPER ASSUMES THE RESPONSIBILITY FOR THE MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL LANDSCAPING LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.

6. **MAXIMUM DENSITY**

LAND USE	MAXIMUM DENSITY
C-1 & C-2	1.8 TO 1 FAR
NB	1.0 TO 1 FAR
R-3 VILLAGE CLUSTER	10 UNITS/ACRE

Land Use	Acreage	Percentage of Total Acreage	Original Acreage	Original Percentage of Total Acreage
COMMERCIAL (C-1&C-2)	69.5	11.67	80.9	13.58
MULTI-FAMILY RESIDENTIAL	18.2	3.06	15.7	2.64
NEIGHBORHOOD BUSINESS	7.9	1.33	0	0
OPEN SPACE (OS)	481.4	80.83	484.2	80.28
INSTITUTIONAL (I)	6.8	1.14	5.3	0.89
MAJOR ROADWAYS	11.9	1.99	9.6	1.61
TOTAL	595.7	100.0	595.7	100.0

ORIGINAL ACREAGE VALUES

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATED THIS _____ DAY OF _____ 2018.

BY: _____
 HONORABLE MAYOR RITA G. JENSE
 MAYOR OF THE CITY OF MANOR, TEXAS

ATTEST: _____

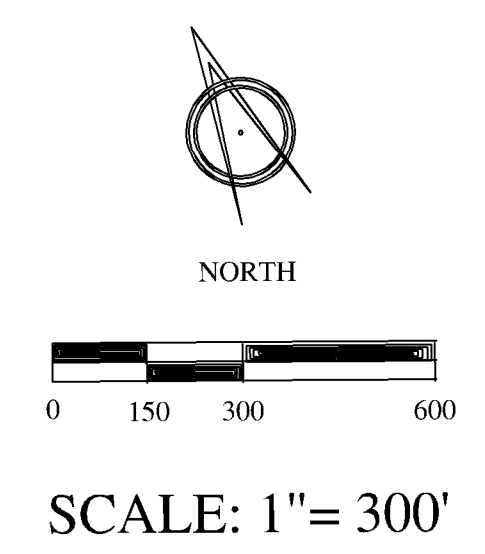
CITY SECRETARY _____

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

DATED THIS _____ DAY OF _____ 2018.

BY: _____
 CHAIRPERSON

PLANNED UNIT DEVELOPMENT A MENDED & REVISED MASTER PLAN



MANOR, TEXAS
 NOVEMBER, 2018

Kimley Horn

10814 Jollyville Road
 Suite 300
 Austin, Texas 78759
 512-418-1771
 State of Texas Registration No. F-928



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the First Amendment to the Development Agreement for the Design and Construction of Water and Wastewater Line Improvements.

BACKGROUND/SUMMARY:

The Development Agreement approved on April 15, 2020, needs to be updated to reflect a change in ownership, update provisions that have been met and update schedules. City Council approved the Assignment Agreement between IDEA Schools and Building Hope on June 16, 2021.

LEGAL REVIEW: Yes
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- First Amendment to Development Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the First Amendment to the Development Agreement for the Design and Construction of Water and Wastewater Line Improvements.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF WATER AND WASTEWATER LINE IMPROVEMENTS

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF WATER AND WASTEWATER LINE IMPROVEMENTS (this “**First Amendment**”) is dated effective _____, 2021 (the “**Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “**City**”) and **FM 973 BUILDING HOPE, LLC**, a Texas limited liability company (“**Developer**”). The City and Developer are collectively referred to herein as the “**Parties**”.

RECITALS

A. The City and IDEA Public Schools, a Texas non-profit corporation (the “**Original Developer**”) previously entered into that certain Development Agreement for the Design and Construction of Water and Wastewater Line Improvements dated effective April 15, 2020 (the “**Agreement**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Developer now owns all the Property (as defined in the Agreement) as successor-in-interest to the Original Developer.

C. The Original Developer assigned all of its rights under the Agreement pertaining to the Property by that certain Assignment and Assumption of Development Agreement, dated effective June 16, 2021 (the “**Assignment Agreement**”).

D. The City and Developer desire to modify and amend the Agreement as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals Incorporated. The above recitals are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.
- 2. Capitalized Terms. Any capitalized term that is used in this First Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Agreement.
- 3. Termination. Section 1.03 is hereby amended to include the following sentence:

"Notwithstanding any other provision in this Agreement, the Parties mutually agree that each has complied with the deadlines imposed by this Agreement as of the Effective Date of the First Amendment to Development Agreement ("Amendment Date")."

4. Manville Transfer Agreement. Section 3.01(a) is hereby deleted in its entirety and replaced with the following:

"(a) The City has submitted to Manville Water Supply Corporation ("Manville") a Water Service Transfer Agreement between the City and Manville (the "**Transfer Agreement**") for the Property to transfer water service for the Property from Manville's CCN to the City's CCN. The City shall continue to diligently pursue the execution of the Transfer Agreement by Manville. The Developer shall be responsible for any and all costs associated with obtaining the execution of the Transfer Agreement and in accordance with that certain City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer For the IDEA Public Schools Project dated April 15, 2020."

5. Design Phase. Sections 4.05(b), (c), and (f) are hereby deleted in their entirety and replaced with the following:

"(b) The Utility Project Engineer has prepared an estimate of costs of designing the Utility Project (excluding the Oversized Component), estimating the costs set forth in Section 3.05(a) (the "**Opinion of Design Cost**"). The Developer has deposited the amount of funds set forth in the Opinion of Design Cost in an escrow account of the City (the "**Design Deposit**"). Any design cost related to the Oversized Components shall be the financial responsibility of the City."

"(c) The City shall cause the Utility Project Engineer to prepare the construction plans for the Utility Project, and shall submit the plans to the Developer's engineer for review and comment. The Developer's engineer will provide revisions and comment, if any, within a week of receiving the plans. The Parties agree that once the plans are approved by Developer's engineer, the plans will be submitted to the Texas Commission on Environmental Quality ("TCEQ") and to diligently pursue this work."

"(f) The City has identified easements outside of the Developer's property required to be conveyed to the City for the Utility Project. The Developer shall convey to the City at no cost to the City the easements reasonably required for the Utility Project free and clear of all liens and encumbrances. If Developer is unable to obtain an easement necessary for the Utility Project, Developer shall notify the City within thirty (30) days that the easement was not obtained and the City will determine whether to use condemnation proceedings to obtain the easement needed. If the City uses condemnation proceedings to obtain

the easement needed for the Utility Project, Developer shall be responsible for all costs associated with the easement acquisition."

6. Bidding. Section 4.06 is hereby amended to add the following sentence to the end of the section:

"Notwithstanding any other provision in this Agreement, the Developer shall have the right, at its sole and absolute discretion, to begin and complete construction of the Utility Project per City designs and specifications if the City fails to bid the Utility Project by September 27, 2021."

7. Property Gates and Parking. Section 9.04 is hereby deleted in its entirety and replaced with the following:

"For safety purposes and to prevent illegal parking in the surrounding areas, the Developer agrees that no outer vehicular access gates shall be installed at the Property, except for the gate shown in the Developer's Site Plan Phase 1 that is provided for Knox box access by the Fire Marshall and emergency vehicles. The Parties agree that the gate shown in the Developer's Site Plan Phase 1 shall be removed and replaced by fencing in the Developer's Site Plan Phase 2. If the Developer's plans change such that they desire gated access, approval by City Council is required."

8. Notices. Section 12.01 is hereby amended to update the Developer and copy to the addresses provided below:

" Any notice mailed to the Developer shall be addressed:

FM 973 Building Hope, LLC
910 17th Street NW, Suite 1100
Washington, DC 20006
Attn: Jerry Zayets
jzayets@bhope.org

with copy to:
Drenner Group, PC
200 Lee Barton Drive, Suite 100
Austin, TX 78702
Attn: Greta Goldsby
cdorsaneo@drennergrouppc.com"

9. Schedule. Exhibit "D" is hereby deleted in its entirety and replaced with a new Exhibit "D" attached to this First Amendment.

10. Force Majeure. Section 11.05(a) is hereby amended to add the following sentence to the end of subsection (a):

“The Parties agree that the term “force majeure” shall also include the delay or disruption of the supply chain of materials necessary to install the water and wastewater lines; or the unavailability of materials necessary to install the water and wastewater lines.”

11. Exhibits. Section 13.01(k) is hereby updated to delete Exhibits “E” and “F”. In addition, Exhibits “E” and “F” attached to the Agreement are deleted in their entirety.

12. Effect of Amendment. Except as specifically amended by this First Amendment, the terms and provisions stated in the Agreement shall continue to govern the rights and obligations of the Parties, and all provisions and covenants of the Agreement, as amended by this First Amendment, shall remain in full force and effect. The terms and provisions of the Agreement, as hereby amended by this First Amendment, are hereby ratified and confirmed, and this First Amendment and the Development Agreement shall be construed as one instrument. In that regard, this First Amendment and the Development Agreement, including all exhibits to such documents, constitute the entire agreement between the parties relative to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the Parties in connection therewith. In the event of any inconsistency, the terms and provisions of this First Amendment shall control over and modify the terms and provisions of the Agreement.

13. Miscellaneous.

a. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this First Amendment.

b. Authority. Each party hereto has the full legal authority to execute and deliver this First Amendment. In addition, the individual who executes this First Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

c. Severability. If any provision of this First Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this First Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this First Amendment.

d. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted (pursuant to the terms of the Agreement) assigns. This First Amendment shall inure to the benefit of and be binding upon each of the Parties, and their respective successors, assigns, transferees, and grantees.

e. Multiple Counterparts. Multiple copies of this First Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date and year first above written.

[Signature Pages Follow]

973 BUILDING HOPE, LLC, a Texas
limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____
2021, by _____, _____ of _____, on behalf of said company.

Notary Public, in and for the State of _____

THE CITY OF MANOR,
a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, _____ of The City of Manor, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

Veronica Rivera, Assistant City Attorney

**Exhibit “D”
Schedule**

All days are calendar days

Plat and Permit Reviews

Submittal Dates: Submittals may be made and accepted by the City on any date.

Initial Reviews: City to provide comments within thirty (30) days of initial submittal.

Resubmittal Reviews: City to provide comments within thirty (30) days of resubmittal.

Utility Project*

1. Begin timeline on the Effective Date of the First Amendment to this Agreement
2. Delivery of Funds/Sureties by Developer: fifteen (15) days after bid opening
3. Water Main Substantial Completion on or Before: eight (8) months after the Effective Date of the First Amendment to this Agreement and final completion on or before (9) months after the Effective Date of the First Amendment to this Agreement
4. Sewer Main Substantial Completion on or Before: eight (8) months after the Effective Date of the First Amendment to this Agreement and final completion on or before (9) months after the Effective Date of the First Amendment to this Agreement

*Utility Project Schedule is contingent upon all easements being executed and recorded prior to start of construction.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Paige Saenz
DEPARTMENT: City Attorney

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Article 1.06 Officers, Employees and Departments to add Division 4. City Attorney to include specific powers and duties for the City Attorney.

BACKGROUND/SUMMARY:

The City Council requested that the City Attorney’s office draft an ordinance listing the duties of the City Attorney.

LEGAL REVIEW: Yes
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 614

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve Ordinance No. 614 amending Article 1.06 Officers, Employees and Departments to add Division 4. City Attorney to include specific powers and duties for the City Attorney.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

ORDINANCE NO. 614

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ARTICLE 1.06 OFFICERS, EMPLOYEES AND DEPARTMENTS TO ADD DIVISION 4. CITY ATTORNEY; TO INCLUDE SPECIFIC POWERS AND DUTIES FOR THE CITY ATTORNEY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR OPEN MEETINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, the City Council of the City of Manor finds that it is in the best interest of the City to regularly utilize the services of a City Attorney; and

WHEREAS, the City Council finds that the City Attorney provides a wide variety of legal services for the City as both counsel and representation in areas such as compliance, legal writing, and litigation; and

WHEREAS, the City Council finds that the scope of duties for the City Attorney should be delineated in the City's Code of Ordinances.

WHEREAS, the City Council desires to amend Article 1.06 Officers, Employees and Departments of the City of Manor Code of Ordinances to delineate the scope of duties for the City Attorney.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amending Article 1.06 – Officers, Employees and Departments. Article 1.06 Officers, Employees and Departments of the City of Manor Code of Ordinances is hereby amended to add Division 4. City Attorney to read as follows:

“Division 4. - City Attorney

Section 1.06.065 - Office established.

There is hereby established a department and office of City Attorney.

Section 1.06.066 - Appointment.

The City Council appoints and removes a City Attorney by majority vote.

ORDINANCE NO. 614

Page 2

Section 1.06.067 - Powers and Duties.

- (a) Appoints Assistant City Attorneys, and may retain different or additional attorneys or staff to perform the duties attributable to the City Attorney herein.
- (b) Advises the Mayor, the City Council, as well as other City officials and employees in all legal matters pertaining to City operations and interests.
- (c) Represents the City in all legal matters that result in litigation, charges, or proceedings before local, state and federal courts, administrative boards, and state and federal agencies and departments.
- (d) Represents the City in enforcing its rights in all contracts and agreements prior to litigation.
- (e) Prepares ordinances and resolutions that come before the City Council for consideration.
- (f) Attends City Council, staff, and other meetings.
- (g) Drafts and review contracts, agreements, leases, conveyances, and all other legal documents pertaining to City affairs.
- (h) Advises on and responds to requests under the Texas Freedom of Information Act.
- (i) Updates policies and ordinances to maintain compliance with changes in state and federal law.
- (j) Prosecutes criminal and civil code violations occurring within the corporate limits of the City.
- (k) Any other legal matters requested by the City and agreed to by the City Attorney.”

Section 3. Repealing all Conflicting Ordinances. Repealing all Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City of Manor, the terms and provisions of this Ordinance shall control.

Section 4. Savings Clause. This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without

ORDINANCE NO. 614

the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

Section 5. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its adoption by the City Council and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED this 7th day of July 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

By: _____
Name: _____
City Attorney/Assistant City Attorney



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Paige Saenz
DEPARTMENT: City Attorney

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution in support of the coalition of Mayors Against Illegal Guns.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Yes
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2021-15

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Resolution No. 2021-15 in support of the coalition of Mayors Against Illegal Guns.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

RESOLUTION NO. 2021-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS IN SUPPORT OF THE COALITION OF MAYORS AGAINST ILLEGAL GUNS.

WHEREAS, gun violence is a serious threat to public safety which impacts communities across the country; and

WHEREAS, the City Council for the City of Manor (the “City Council”) desires to protect the citizens of, and visitors to, the City of Manor from gun violence; and

WHEREAS, the Coalition of “Mayors Against Illegal Guns” (the “Coalition”) is a group of Mayors taking steps to encourage education about gun violence in communities and advocate for related safety policies and legislation; and

WHEREAS, the City Council desires to encourage gun safety education and reform in a manner that will not compromise any Citizen’s rights under the Second Amendment of the United States Constitution; and

WHEREAS, the City Council has determined it in the best interest of the City of Manor (the “City”) to support and have the City’s Mayor join the Coalition as part of an effort to pursue policies that protect against intentional and accidental gun violence.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. The City is hereby authorized to take steps to counter current gun violence and prevent future gun violence within the City of Manor, Texas including, but not limited to joining the Coalition of Mayors Against Illegal Guns, sharing data with the Coalition, and participating in activities sponsored by the Coalition.

SECTION 3. The City Council hereby authorizes the Mayor to take the steps necessary to join the Coalition including filling out and signing any application or pledge.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 7th day of July 2021, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace, Jr.
Mayor, City of Manor, Texas

ATTEST:

Lluvia T. Almaraz, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

BACKGROUND/SUMMARY:

See attached revisions summary.

P&Z recommended approval 5 – 0 with the modification to change the allowable time of an Athletic Facility be 7am – 9pm instead of 9am – 9pm.

Athletic Facility timing changed to 7am – 10pm. Provisions related to merchandise sold being new except antique shops in NB, DB, and C-1 removed. This will allow re-sale shops like Goodwill but uses like Pawnshops and used car sales are not permitted uses in those districts anyways so would not become permitted by removing this condition.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Revision summary
- Ordinance No. 615

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 615 amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

PLANNING & ZONING COMMISSION **Recommend Approval** **Disapproval** **None**
X

Section 14.01.008 – Definitions

“*Athletic facility* means a privately owned indoor and/or outdoor facilities devoted to organized sports, including but not limited to, soccer, basketball, gymnastics, and tennis. This use is distinct from Amusement (Indoor) and Amusement (Outdoor) in that it is less intense and would generate less traffic, noise, and other objectionable nuisances to adjacent properties.”

- Rationale: This is new definition and use added because it is a less intense but similar use to Outdoor Amusement and Indoor Amusement that would allow these types of facilities to be located closer to or within residential areas. Outdoor Amusement includes uses like racetracks, theme parks and stadiums. This use is meant to capture uses like soccer fields that local sports groups would utilize.

“*Commercial off-street parking* means the use of a site for the parking of motor vehicles on a temporary basis within a privately owned off-street parking facility. This use includes, but is not limited to, commercial parking lots and garages and excludes parking as an accessory use. This use is intended for customers to temporarily park their motor vehicles while visiting nearby uses. This use does not include vehicle storage or the parking of commercial or fleet vehicles.”

- Rationale: This is clarifying within the definition of Commercial Off-Street Parking that it is not intended for vehicle storage or fleet vehicles.

~~“*Construction services* means a commercial use that displays or stockpiles large-scale intensive outdoor operations and contracting equipment, machinery, and other materials.”~~

- Rationale: This term and use is being removed because it is duplicated with Construction and Equipment Sales, Major as well as Contractor’s Shop

~~“*Liquor sales* means the use of a site for the retail sale of alcoholic beverages for off-premises consumption. This use includes liquor stores and bottle shops.”~~

- Rationale: This term and use is being removed because it is duplicated by Alcoholic Beverage Sales – Off-premises

“*Off-site accessory parking* means the use of a site for the provision of parking spaces, together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, located on a different site from the principal use and intended for use by customers or employees of the principal use. The principal use shall be located no further than an adjacent property or across one public or private right-of-way. This use does not include vehicle storage.”

- Rationale: This is clarifying that Off-site Accessory Parking does not include vehicle storage. Vehicle Storage is defined as “a garage, parking lot, or other facility owned or operated by a person or business, other than a governmental entity, for storing or parking ten or more motor vehicles, including motorized waterborne vehicles, per year.

This definition does not include businesses with the primary purpose of vehicle sales on the property within the corporate limits of the city, such as automotive dealerships.”

~~“Open or outdoor storage means the keeping, in an unroofed area, of any goods, junk, material or merchandise, in the same place for more than 24 hours.”~~

- Rationale: This term is being replaced by a new term for “Outdoor Storage”

“Outdoor display and sales means the outdoor display or sale of finished products actively available for sale for less than 24 hours a day. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, which shall be considered Outdoor Storage.”

- Rationale: There is a term for Outdoor Storage but not one defining Display. This adds that definition

“Outdoor storage means the outdoor storage of products or goods that have a large size, mass, or volume that occur on site for more than 24 hours such as, but not limited to, heavy equipment, freight or commercial motor vehicles, trailers, construction materials, and raw, processed or packaged materials including any products on pallets, in shipping containers or in crates.”

- Rationale: The previous definition was deleted and replaced with this new term.

“Portable building sales means a site on which factory-manufactured portable buildings, such as manufactured homes, are displayed and offered for sale or order to the general public.”

- Rationale: This term and use were previously undefined. This adds the definition and in later sections the use is added into the Non-Residential and Mixed-Use districts permitted uses section

~~“Truck stop means a gasoline station also providing major or minor automobile repair to commercial vehicles.”~~

“Truck stop or Travel Center means a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.”

- Rationale: The definition for Truck Stop is being updated to be more inclusive of the types of services provided.

Section 14.02.005 – Residential Land Use Table

Residential Use “Single Family Attached (3 or more units)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
--	---	------	------	------	----	----	------	------	------	------

Single-family attached (3 or more units)						P	C	C		
--	--	--	--	--	--	---	---	---	--	--

- Rationale: Single Family Attached (townhomes) were Permitted “P” in Multi-Family 15 (MF-1) and Multi-Family 25 (MF-2). Conditions on SF Attached in MF districts have been added so the “P” was changed to a “C”

Non-Residential Use “Athletic Facility” is hereby added immediately following Non-Residential Use “Amenity Center” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Athletic Facility	C/S	C/S	C/S	C/S						

- Rationale: This adds the new term “Athletic Facility” as a Non-Residential Use in Residential Districts. It would be require a Specific Use Permit and need to meet certain conditions in order to locate in Agricultural and Single Family districts. The Conditions are added in a later section.

Section 14.02.006 – Residential Land Use Conditions

The Residential Land Use and Conditions for “Athletic Facility” and “Single Family Attached (3 or more units)” are hereby added in alphabetical order to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact. • May operate only between 7:00 a.m. and 9:00 p.m. • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site
Single Family Attached (3 or more units)	<ul style="list-style-type: none"> • When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure: <ul style="list-style-type: none"> ○ Maximum height, Minimum dwelling unit size, Maximum dwelling units, and Maximum units per structure. • When constructed in a common development (same property) with Multi-Family structures, all setback

	<p>types for the entire property follow the more restrictive standard.</p> <ul style="list-style-type: none"> Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.
--	--

- Rationale: These additions add the conditions that an Athletic Facility or SF Attached in MF need to meet in order to be permitted within a residential district.

Section 14.02.007(b) – General Development Regulations for Single Family Standard

Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Single Family Standard (SF-2) District “Exterior Side Setback to Residential” to read as follows:

Exterior Side Setback to Residential	7.5' 5'
--------------------------------------	--------------------

- Rationale: Reduced the side setback in SF-2 district from 7.5’ to 5’. SF-2 is intended to be a denser single family district with 60’ wide lots vs 70’ wide lots in SF-1. The reduced setback allows for suitable buildable area on the narrower lots.

Section 14.02.007(c) – Residential Development Standards Table Notes

“(3) On approval by the commission, SF-1 and SF-2 lots ~~platted prior to 1980~~ having approximately 5,750 square feet of lot area may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The commission shall consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, 15-foot street side yard setback and 20-foot front yard setback. Lots owned by the same person may be combined into one building site.”

- Rationale: Removing the 1980 platting requirement allows lots in the older part of the city which are 5,750 sf (50’x 115’) to be combined or rotated by plat and still be able to request a setback waiver. This helps make single family residential development in the older part of the city easier.

“(5) SF-1 and SF-2 lots within the Historic District as defined in section 14.02.031 may have minimum lot sizes of 5,750 square feet and minimum lot widths of 50 feet when being replatted by a Short Form Final Plat or Amended Plat.”

- Rationale: This allows for replatted lots in the older part of the city, the Historic District, to be less than the required square footages. This helps make single family residential development in the older part of the city easier.

Section 14.02.007(d)(6) – Residential Accessory Building Setback Table

Section 14.02.007(d)(6) Table 6(A) of the Zoning Ordinance is hereby amended to revise “Accessory structures 120 s.f. and over, excluding detached garage” as follows:

Accessory structures 120 s.f. and over, excluding detached garage	25'	7.5' 5'	5'	15'
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- Rationale: The Rear Setback is being reduced for Accessory Structures, excluding detached garages, from 7.5’ to 5’. This makes placing sheds or detached covered patios easier to on properties.

Section 14.02.017(b) – Non-residential Uses in Non-residential and Mix-use Zoning Districts

Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Alcoholic Beverage Sales – Off-premises” immediately following the use “Alcoholic beverage establishment” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Alcoholic Beverage Sales – Off-premises					P	P	P	P	P		

- Rationale: This already defined term is replacing “Liquor Sales” in our code so this section adds it into our permitted uses table

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Athletic Facility	C	C	C								

- Rationale: This adds the new term Athletic Facility into the section for non-residential uses with conditions, which are added later

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Major)									P	P	P

- Rationale: Added use as permitted in Heavy Industrial

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction Services								€	€	€	€

- Rationale: Term was deleted as its function was covered by Construction and Equipment Sales, Major and Contractor’s Shop

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Full Service)								C/S	C		

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Limited)					C/S		C/S	C/S	C		

- Rationale: Added that Gas Stations require a Specific Use Permit in C-2 Medium Commercial. It has been expressed by the community there is an over abundance of gas stations and this would allow the P&Z and Council greater oversight in the location and necessity of future gas stations in C-2 Medium Commercial zones.

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Liquor Sales					P	P	P	P	P		

- Rationale: This term was deleted and replaced by Alcoholic Beverage Sales – Off-premises

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Portable Building Sales									P	P	

- Rationale: Adds the new term to the non-residential permitted uses table in C-3 Heavy Commercial and IN-1 Light Industrial

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Smoke Shop or Tobacco Store							P	P	P		

- Rationale: Added term as Permitted in C-1 Light Commercial

Section 14.02.018 – Non-residential and Mixed-use District Conditions

Light Commercial (C-1)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on along US Hwy 290.

Medium Commercial (C-2)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049

Heavy Commercial (C-3)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049

- Rationale: Clarified what “All-weather surface” means within Commercial districts

Neighborhood Business (NB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include
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	<p>gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.</p>
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on along US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

- Rationale: Clarified what “all-weather surface” means as well as prohibited drive-through facilities. Neighborhood Business districts are intended to be directly adjacent to or within residential areas so drive-throughs are not compatible.

Downtown Business (DB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

- Rationale: Clarified what “all-weather surface” means as well as prohibited drive-through facilities. Neighborhood Business districts are intended to be directly adjacent to or within residential areas so drive-throughs are not compatible. Also removed time limit on when business can operate to promote commercial activity in the downtown area.

Section 14.02.019 – Non-residential and Mixed-use Land Use Conditions

Athletic Facility	<ul style="list-style-type: none"> • Athletic facilities within 300 feet of residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments when first established must meet the following conditions:
	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact
	<ul style="list-style-type: none"> • May operate only between 7:00 a.m. and 9:00 p.m.
	<ul style="list-style-type: none"> • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

- Rationale: Adds Conditions of Athletic Facilities in Commercial districts

Contractor’s Shop	<ul style="list-style-type: none"> • Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> • There is no storage of explosives.
	<ul style="list-style-type: none"> • There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> • There is no disposal of inoperable machines or wastes on-site.
	<ul style="list-style-type: none"> • The areas used for storage of materials, fleet vehicles, or similar must be wholly enclosed within a structure or otherwise fully screened from view from adjacent residential areas, public rights-of-ways, major drive aisles, and parkland.

- Rationale: Adds screening requirements for storage areas

Construction Services	<ul style="list-style-type: none"> • Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> • There is no storage of explosives.
	<ul style="list-style-type: none"> • There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> • There is no disposal of inoperable machines or wastes on-site.

- Rationale: Term and use are deleted since it is duplicated by Construction and Equipment Sales, Major and Contractor’s Shop

Gas Station, Full Service	<ul style="list-style-type: none"> • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
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	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Permits Only automotive repair (minor) uses is permitted
	<ul style="list-style-type: none"> Automobile washing facilities shall follow conditions of that use.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

Gas Station, Limited	<ul style="list-style-type: none"> Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Automotive repair and automobile washing facilities are prohibited.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East

	<ul style="list-style-type: none"> ○ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> ● In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> ● In the Neighborhood Business (NB) and Light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <p style="text-align: center;">Acceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p> <p style="text-align: center;">Unacceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p>
	<ul style="list-style-type: none"> ● Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> ● Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> ● Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

- Rationale: Adds Conditions to Full Service and Limited Service Gas Stations. Provides a maximum number of pumps, locations of facilities when adjacent to residential uses, limits lighting height adjacent to residential uses. In Limited Service uses in NB and C-1 provides for pump arrangement.

Section 14.02.046(1) – Accessory Structures

“(B) Accessory structures, ~~with exception of carport~~, may encroach into required yards according to each zoning districts permitted encroachment allowances.”

- Rationale: Allows permitted carports to follow the setback of “Accessory Structures over 120 sf, excluding detached garage” so they would have a 25’ front setback, 5’ side setback, 5’ rear setback, and 15’ streetside setback.

“(I) Accessory structures shall be architecturally consistent with the principal structure. Portable classrooms installed for the school district on district owned property are exempt from this requirement.”

- Rationale: Provides an exemption for the school district to make locating portable classrooms as accessory structures easier.

Section 14.02.049(c) – Outdoor Storage and Display

“(5) The outdoor display area shall not exceed ten percent of the square footage of the principal structure or 500 square feet, whichever is less, with the following exceptions:

- (A) Outdoor home accessory sales are exempt from this requirement.
- (B) Passenger vehicle sales and rental. Outdoor display of passenger vehicles for sale or rent is exempt from this requirement. This does not include vehicles used for moving.
- (C) Moving vehicle rental. Rental of vehicles utilized for moving of goods, personal or commercial, are limited to a maximum of four parking spaces. All other moving vehicles shall be screened in accordance with the outdoor storage requirements.
- (D) Garden Centers are exempt from this requirement.
- (E) Heavy Equipment, Machinery, and Trailers. Large heavy equipment, construction machinery, and trailers associated with a Construction and Equipment Sales, Major or Truck and Trailer Sales use are exempt from this requirement.
- (F) Portable building sales. Outdoor display of portable buildings for sale associated with Portable Building Sales use are exempt from this requirement.”

- Rationale: Clarified that Passenger Vehicle Rental exemption also includes Sales. Added exemption for Heavy Equipment, Machinery, Trailers as well as Portable Buildings as these uses require outdoor display

“(8) Outdoor display is not required to be screened. Outdoor display facing a public right-of-way or drive aisle is not required to be screened. Outdoor display visible to adjacent residentially zoned property or parkland shall be screened. This screening may be satisfied by bufferyard landscaping.”

- Rationale: Expanded that outdoor display facing residential areas or parkland is required to be screened.

Section 14.02.049(e) – Outdoor Storage and Display

“(3) A six-foot wall is required to screen outdoor storage when the property is located adjacent to property zoned more restrictive than the subject site, or when the storage is visible from a public right-of-way or parkland. This requirement is in addition to the screening requirements of this code, except where there is conflict this provision controls.”

- Rationale: Added that when outdoor storage is visible from parkland it is required to be screened.

“(6) The outdoor storage area is limited to a maximum one percent of the square footage of the principal structure or tenant space, or 100 square feet, whichever is less, within NB, DB, C-1, and C-2 districts with the following exceptions:

(A) Mini storage facilities which may provide for outside storage of vehicles (automobiles and recreational vehicles) are limited to a maximum area of 20 percent of the gross site area, if the aforementioned screening is provided.

(B) Accessory use of vehicle storage is exempt from the limitation on area as long as all other provisions for outdoor storage are met. For example, trucks utilized for moving, fleet vehicles or vehicles receiving auto repair.”

- Added a maximum of 100 sf for outdoor storage in NB, DB, C-1, and C-2 districts

“(8) Outdoor storage of equipment and vehicular storage shall be on a paved surface of asphalt, concrete, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. In C-3, IN-1 and IN-2 districts this provision may be modified by the Development Services Director.”

- Rationale: Adds a surfacing requirement for outdoor storage areas but allows flexibility in Heavy Commercial and Industrial zones.

Section 14.05.002(b)(C) – Planned Unit Development Procedures

“(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) ~~Front, side and rear setbacks~~ Setbacks
- (ii) Maximum height
- (iii) Maximum lot coverage
- ~~(iv) Floor area ratio~~
- (iv) Minimum lot width
- (v) Minimum lot area
- (vi) Off-street parking requirements

- (vii) ~~Number of~~ Maximum dwelling units per acre
 - (viii) Minimum dwelling unit size
 - (ix) Accessory building regulations
 - (x) Sign regulations along with a development agreement
 - (xi) Landscaping regulations along with a development agreement
 - (xii) Land uses and land use conditions
 - (xiii) Architectural standards along with a development agreement
 - (xiv) Special district requirements pertaining to the base zoning”
- Rationale: Increased what can be modified in a Planned Unit Development zoning ordinance to provide the design flexibility that a PUD is intended to allow

ORDINANCE NO. 615

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS, RESIDENTIAL LAND USES, AND LAND USE CONDITIONS; MODIFYING GENERAL DEVELOPMENT REGULATIONS FOR SINGLE FAMILY STANDARD DISTRICT; AMENDING NON-RESIDENTIAL AND MIXED-USE DISTRICT LAND USES; AMENDING NON-RESIDENTIAL AND MIXED-USE DISTRICTS CONDITIONS; AMENDING NON-RESIDENTIAL AND MIXED-USE LAND USE CONDITIONS; AMENDING ACCESSORY STRUCTURES; AMENDING DEVELOPMENT STANDARDS FOR OUTDOOR STORAGE AND DISPLAY; AMENDING SINGLE FAMILY ATTACHED ARCHITECTURAL STANDARDS; AND AMENDING PLANNED UNIT DEVELOPMENT PROCEDURES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

WHEREAS, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

WHEREAS, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

WHEREAS, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

WHEREAS, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Code of Ordinances. The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the

definitions, residential land uses and land use conditions, general development regulations for Single Family Standard district, non-residential and mixed-use district land uses, non-residential and mixed-use land use conditions, development standards for accessory structure, outdoor storage and display, Single Family Attached architectural standards, and Planned Unit Development procedures; as provided for in Sections 3 through 32 of this Ordinance.

SECTION 3. Amendment of Section 14.01.008 Definitions. Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

- (a) The definition for “Athletic Facility” is hereby added in alphabetical order to read as follows:

“*Athletic facility* means privately owned indoor and/or outdoor facilities devoted to organized sports, including but not limited to, soccer, basketball, gymnastics, and tennis. This use is distinct from Amusement (Indoor) and Amusement (Outdoor) in that it is less intense and would generate less traffic, noise, and other objectionable nuisances to adjacent properties.”

- (b) The definition for “Commercial Off-Street Parking” is hereby amended in its entirety to read as follows:

“*Commercial off-street parking* means the use of a site for the parking of motor vehicles on a temporary basis within a privately owned off-street parking facility. This use includes, but is not limited to, commercial parking lots and garages and excludes parking as an accessory use. This use is intended for customers to temporarily park their motor vehicles while visiting nearby uses. This use does not include vehicle storage or the parking of commercial or fleet vehicles.”

- (c) The definition for “Construction Services” is hereby deleted in its entirety.

- (d) The definition for “Off-Site Accessory Parking” is hereby amended in its entirety to read as follows:

“*Off-site accessory parking* means the use of a site for the provision of parking spaces, together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, located on a different site from the principal use and intended for use by customers or employees of the principal use. The principal use shall be located no further than an adjacent property or across one public or private right-of-way. This use does not include vehicle storage.”

- (e) The definition for “Outdoor Display and Sales” is hereby added in alphabetical order to read as follows:

“*Outdoor display and sales* means the outdoor display or sale of finished products actively available for sale for less than 24 hours a day. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, which shall be considered Outdoor Storage.”

- (f) The definition for “Outdoor Storage” is hereby added in alphabetical order to read as follows:

“Outdoor storage means the outdoor storage of products or goods that have a large size, mass, or volume that occur on site for more than 24 hours such as, but not limited to, heavy equipment, freight or commercial motor vehicles, trailers, construction materials, and raw, processed or packaged materials including any products on pallets, in shipping containers or in crates.”

- (g) The definition for “Portable Building Sales” is hereby added in alphabetical order to read as follows:

“Portable building sales means a site on which factory-manufactured portable buildings, such as manufactured homes, are displayed and offered for sale or order to the general public.”

- (h) The definition for “Truck Stop” is hereby amended in its entirety to read as follows:

“Truck stop or Travel Center means a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.”

SECTION 4. Amendment of Section 14.02.005 Residential Land Use Table. Section 14.05.005 of the Zoning Ordinance is hereby amended to revise the following uses as follows:

- (a) Residential Use “Single Family Attached (3 or more units)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-family attached (3 or more units)						P	C	C		

- (b) Non-Residential Use “Athletic Facility” is hereby added immediately following Non-Residential Use “Amenity Center” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Athletic Facility	C/S	C/S	C/S	C/S						

SECTION 5. Amendment of Section 14.02.006 Residential Land Use Conditions Table. Section 14.02.006 of the Zoning Ordinance is hereby amended to add the following conditions to read as follows:

(a) The Residential Land Use and Conditions for “Athletic Facility” and “Single Family Attached (3 or more units)” are hereby added in alphabetical order to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact. • May operate only between 7:00 a.m. and 10:00 p.m. • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site
Single Family Attached (3 or more units)	<ul style="list-style-type: none"> • When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure: <ul style="list-style-type: none"> ○ Maximum height, Minimum dwelling unit size, Maximum dwelling units, and Maximum units per structure. • When constructed in a common development (same property) with Multi-Family structures, all setback types for the entire property follow the more restrictive standard. • Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.

SECTION 6. Amendment of Section 14.02.007(b) General Development Regulations for Single Family Standard. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Single Family Standard (SF-2) District “Exterior Side Setback to Residential” to read as follows:

Exterior Side Setback to Residential	5’
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SECTION 7. Amendment of Section 14.02.007(c) Residential Development Standards
Table Notes. Section 14.02.007(c) of the Zoning Ordinance is hereby amended to revise and add the following subsections to read as follows:

(a) Subsection (3) is hereby amended in its entirety to read as follows:

“(3) On approval by the Commission, SF-1 and SF-2 lots having approximately 5,750 square feet of lot area may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The Commission shall

consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, 15-foot street side yard setback and 20-foot front yard setback. Lots owned by the same person may be combined into one building site.”

(b) Subsection (5) is hereby added to read as follows:

“(5) SF-1 and SF-2 lots within the Historic District as defined in section 14.02.031 may have minimum lot sizes of 5,750 square feet and minimum lot widths of 50 feet when being replatted by a Short Form Final Plat or Amended Plat.”

SECTION 8. Amendment of Section 14.02.007(d)(6) Table 6(A) Residential Accessory Building Setback Table. Section 14.02.007(d)(6) Table 6(A) of the Zoning Ordinance is hereby amended to revise “Accessory structures 120 s.f. and over, excluding detached garage” as follows:

Accessory structures 120 s.f. and over, excluding detached garage	25’	5’	5’	15’
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SECTION 9. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Athletic Facility” immediately following the use “Art studio or gallery” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Athletic Facility	C	C	C								

SECTION 10. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Construction and Equipment Sales (Major)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Major)									P	P	P

SECTION 11. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Construction and Equipment Sales (Minor)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Minor)							P	P	P	P	

SECTION 12. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use District use “Construction Services”.

SECTION 13. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Contractor’s Shop” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Contractor’s Shop								C	C	C	C

SECTION 14. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Gasoline Station (Full Service)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Full Service)								C/S	C		

SECTION 15. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Gasoline Station (Limited)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Limited)					C/S		C/S	C/S	C		

SECTION 15. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Portable Building Sales” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2

Portable Building Sales									P	P	
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SECTION 16. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Smoke Shop or Tobacco Store” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Smoke Shop or Tobacco Store							P	P	P		

SECTION 17. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use title from “Truck Stop” to “Truck Stop or Travel Center”.

SECTION 18. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Light Commercial (C-1)” to read as follows:

Light Commercial (C-1)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses along US Hwy 290.

SECTION 19. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Medium Commercial (C-2)” to read as follows:

Medium Commercial (C-2)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is
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	improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

SECTION 20. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Heavy Commercial (C-3)” to read as follows:

Heavy Commercial (C-3)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

SECTION 21. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Neighborhood Business (NB)” to read as follows:

Neighborhood Business (NB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses along US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

SECTION 22. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Downtown Business (DB)” to read as follows:

Downtown Business (DB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited.

SECTION 23. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Condition for “Athletic Facility” immediately following the Non-Residential and Mixed-Use Land Use Condition for “Amusement (Outdoors)” to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Athletic facilities within 300 feet of residential zoning districts, places of residence, such as nursing homes and extended care facilities, and lodging establishments when first established must meet the following conditions:
	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact
	<ul style="list-style-type: none"> • May operate only between 7:00 a.m. and 10:00 p.m.
	<ul style="list-style-type: none"> • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

SECTION 24. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Contractor’s Shop” to read as follows:

Contractor’s Shop	<ul style="list-style-type: none"> • Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> • There is no storage of explosives.
	<ul style="list-style-type: none"> • There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> • There is no disposal of inoperable machines or waste on-site.
	<ul style="list-style-type: none"> • The areas used for storage of materials, fleet vehicles, or similar must be wholly enclosed within a structure or otherwise fully screened from view from adjacent residential areas, public rights-of-ways, and parkland.

SECTION 25. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Construction Services”.

SECTION 26. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Gas Station, Full Service” to read as follows:

Gas Station, Full Service	<ul style="list-style-type: none"> • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> • Only automotive repair (minor) uses is permitted.
	<ul style="list-style-type: none"> • Automobile washing facilities shall follow conditions of that use.
	<ul style="list-style-type: none"> • No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> ○ The property is located along and has direct access from US Highway 290 East ○ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

SECTION 27. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Gas Station, Limited” to read as follows:

Gas Station, Limited	<ul style="list-style-type: none"> • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more 								
	<ul style="list-style-type: none"> • Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street. 								
	<ul style="list-style-type: none"> • Automotive repair and automobile washing facilities are prohibited. 								
	<ul style="list-style-type: none"> • No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> ○ The property is located along and has direct access from US Highway 290 East ○ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more. 								
	<ul style="list-style-type: none"> • In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions) 								
	<ul style="list-style-type: none"> • In the Neighborhood Business (NB) and Light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <div style="margin-left: 40px;"> <p>Acceptable Pump Arrangement</p> <table style="border: none; margin-left: 20px;"> <tr><td>X</td><td>X</td></tr> <tr><td>X</td><td>X</td></tr> </table> <p>Unacceptable Pump Arrangement</p> <table style="border: none; margin-left: 20px;"> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table> </div> 	X	X	X	X	X	X	X	X
	X	X							
	X	X							
	X	X	X	X					
<ul style="list-style-type: none"> • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district. 									
<ul style="list-style-type: none"> • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances. 									
<ul style="list-style-type: none"> • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district. 									

SECTION 28. Amendment of Section 14.02.046(1) Accessory Structures. Section 14.02.046(1) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

(a) Subsection (B) is hereby amended in its entirety to read as follows:

“(B) Accessory structures may encroach into required yards according to each zoning districts permitted encroachment allowances.”

(b) Subsection (I) is hereby amended in its entirety to read as follows:

“(I) Accessory structures shall be architecturally consistent with the principal structure. Portable classrooms installed for the school district on district owned property are exempt from this requirement.”

SECTION 29. Amendment of Section 14.02.049(c) Outdoor Storage and Display. Section 14.02.049(c) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

(a) Subsection (5) is hereby amended in its entirety to read as follows:

“(5) The outdoor display area shall not exceed ten percent of the square footage of the principal structure or 500 square feet, whichever is less, with the following exceptions:

(A) Outdoor home accessory sales are exempt from this requirement.

(B) Passenger vehicle sales and rental. Outdoor display of passenger vehicles for sale or rent is exempt from this requirement. This does not include vehicles used for moving.

(C) Moving vehicle rental. Rental of vehicles utilized for moving of goods, personal or commercial, are limited to a maximum of four parking spaces. All other moving vehicles shall be screened in accordance with the outdoor storage requirements.

(D) Garden Centers are exempt from this requirement.

(E) Heavy Equipment, Machinery, and Trailers. Large heavy equipment, construction machinery, and trailers associated with a Construction and Equipment Sales, Major or Truck and Trailer Sales use are exempt from this requirement.

(F) Portable building sales. Outdoor display of portable buildings for sale associated with Portable Building Sales use are exempt from this requirement.”

(b) Subsection (8) is hereby amended to read as follows:

“(8) Outdoor display facing a public right-of-way or drive aisle is not required to be screened. Outdoor display visible to adjacent residentially zoned property or

parkland shall be screened. This screening may be satisfied by bufferyard landscaping.”

SECTION 30. Amendment of Section 14.02.049(e) Outdoor Storage and Display.

Section 14.02.049(e) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

(a) Subsection (3) is hereby amended in its entirety to read as follows:

“(3) A six-foot wall is required to screen outdoor storage when the property is located adjacent to property zoned more restrictive than the subject site, or when the storage is visible from a public right-of-way or parkland. This requirement is in addition to the screening requirements of this code, except where there is conflict this provision controls.”

(b) Subsection (6) is hereby amended in its entirety to read as follows:

“(6) The outdoor storage area is limited to a maximum one percent of the square footage of the principal structure or tenant space, or 100 square feet, whichever is less, within NB, DB, C-1, and C-2 districts with the following exceptions:

(A) Mini storage facilities which may provide for outside storage of vehicles (automobiles and recreational vehicles) are limited to a maximum area of 20 percent of the gross site area, if the aforementioned screening is provided.

(B) Accessory use of vehicle storage is exempt from the limitation on area as long as all other provisions for outdoor storage are met. For example, trucks utilized for moving, fleet vehicles or vehicles receiving auto repair.”

(c) Subsection (8) is hereby added to read as follows:

“(8) Outdoor storage of equipment and vehicular storage shall be on a paved surface of asphalt, concrete, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.”

SECTION 31. Amendment of Section 14.02.062(b)(13)(A) Single Family Attached.

Section 14.02.062(b)(13)(A) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(A) One, 12-foot by 20-foot (inside dimensions) garage parking space shall be provided per unit.”

SECTION 32. Amendment of Section 14.05.002(b)(C) Planned Unit Development Procedures. Section 14.05.002(b)(C) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

- “(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:
- (i) Setbacks
 - (ii) Maximum height
 - (iii) Maximum lot coverage
 - (iv) Minimum lot width
 - (v) Minimum lot area
 - (vi) Off-street parking requirements
 - (vii) Maximum dwelling units per acre
 - (viii) Minimum dwelling unit size
 - (ix) Accessory building regulations
 - (x) Sign regulations along with a development agreement
 - (xi) Landscaping regulations along with a development agreement
 - (xii) Land uses and land use conditions
 - (xiii) Architectural standards along with a development agreement
 - (xiv) Special district requirements pertaining to the base zoning”

SECTION 33. Construction

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

SECTION 34. Repealing all Conflicting Ordinances

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a

conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

SECTION 35. Savings Clause

This City Council of the City of Manor, Texas hereby declares if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION 36. Severability

If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 37. Open Meetings

It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 38. Effective Date

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED on First Reading this the 16th day of June 2021.

FINALLY PASSED AND APPROVED on this the 7th day of July 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Mayor Wallace
DEPARTMENT: Council

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of three (3) HealthCare Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 7, 2021
PREPARED BY: Mayor Wallace
DEPARTMENT: Council

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of three (3) Economic Development Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

The Economic Development Committee was approved and established by City Council on March 4, 2020. This committee was also approved by the voters at the November 3, 2020, Special Election – Charter Amendments (Proposition N). An ordinance establishing membership, qualifications, terms, duties will be presented on a later date.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

It is City staff’s recommendation that the City Council appoint three (3) Economic Development Committee Council Members; and Chairperson to serve a one-year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**