



Dr. Christopher Harvey, Mayor
Emily Hill, Mayor Pro Tem, Place 1
Anne Weir, Place 2
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

City Council Regular Meeting

Wednesday, May 15, 2024 at 7:00 PM

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

AGENDA

This meeting will be live-streamed on Manor's YouTube Channel
You can access the meeting at <https://www.youtube.com/@cityofmanorsocial/streams>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Non-Agenda Item Public Comments (white card): 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.

Agenda Item Public Comments (yellow card): Comments will be taken from the audience on non-agenda and agenda items combined for a length of time, not to exceed five (5) minutes total per person on all items, except for Public Hearings. Comments on Public Hearing items must be made when the item comes before the Council and, not to exceed two (2) minutes per person. No Action or Discussion May be Taken by the City Council during Public Comments on Non-Agenda Items.

To address the City Council, please complete the white or yellow card and present it to the City Secretary, or designee prior to the meeting.

PUBLIC HEARINGS

- 1.** Conduct a public hearing on an Ordinance amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.
Submitted by: Scott Dunlop, Development Services Director
- 2.** Conduct a Public Hearing on the levying of assessments in Improvement Area #4 of the Manor Heights Public Improvement District.
Submitted by: Scott Dunlop, Development Services Director
- 3.** Conduct a Public Hearing on the issuance of Improvement Area #4 Bonds for the Manor Heights Public Improvement District.
Submitted by: Scott Dunlop, Development Services Director
- 4.** Conduct a public hearing on an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.
Applicant: Carilu Texas Realty LLC
Owner: Carilu Texas Realty LLC
Submitted by: Scott Dunlop, Development Services Director
- 5.** Conduct a public hearing on an ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.
Applicant: Rocio Velazquez
Owner: Rocio Velazquez
Submitted by: Scott Dunlop, Development Services Director
- 6.** Conduct a public hearing on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, Texas.
Applicant: ALM Engineering, Inc.
Owner: Timmermann Commercial Investments, LP
Submitted by: Scott Dunlop, Development Services Director
- 7.** Conduct a public hearing on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, Texas.
Applicant: Quiddity Engineering
Owner: Ashton Grey
Submitted by: Scott Dunlop, Development Services Director

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.

- 8. Consideration, discussion, and possible action to approve the City Council Minutes of May 1, 2024, Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary

- 9. Consideration, discussion, and possible action on accepting the April 2024 City Council Monthly Reports.**
Submitted by: Scott Moore, City Manager

- 10. Consideration, discussion, and possible action on accepting the April 2024 Departmental Reports.**
Submitted by: Scott Moore, City Manager
 - Finance – Belen Peña, Finance Director
 - Police – Ryan Phipps, Chief of Police
 - Travis County ESD No. 12 – Ryan Smith, Fire Chief
 - Economic Development – Scott Jones, Economic Development Director
 - Development Services – Scott Dunlop, Development Services Director
 - Community Development – Yalondra V. Santana, Heritage & Tourism Manager
 - Municipal Court – Sofi Duran, Court Administrator
 - Public Works – Matt Woodard, Director of Public Works
 - Human Resources – Tracey Vasquez, HR Manager
 - IT – Phil Green, IT Director
 - Administration – Lluvia T. Almaraz, City Secretary

- 11. Consideration, discussion, and possible action on a Drainage Easement in Extraterritorial Jurisdiction with Required Maintenance for Lots 8 and 9, Kimbro Road Estates.**
Submitted by: Scott Dunlop, Development Services Director

- 12. Consideration, discussion, and possible action on a right-of-way dedication easement for Old Manor-Taylor Road.**
Submitted by: Scott Dunlop, Development Services Director

- 13. Consideration, discussion, and possible action on a wastewater easement for the Okra Development.**
Submitted by: Scott Dunlop, Development Services Director

- 14. Consideration, discussion, and possible action on an electric, water, and lift station easement for the Okra development.**
Submitted by: Scott Dunlop, Development Services Director

- 15. Consideration, discussion, and possible action on a partial release of the wastewater utility and lift station easement recorded in Document No. 2023012392.**

Submitted by: Scott Dunlop, Development Services Director

REGULAR AGENDA

- 16. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas, amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.**

Submitted by: Scott Dunlop, Development Services Director

- 17. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #4 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #4 of the District; Approving an Assessment Roll for Improvement Area #4 of the District; Levying Assessments against Property within Improvement Area #4 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #4 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.**

Submitted by: Scott Dunlop, Development Services Director

- 18. Consideration, discussion, and possible action on an Ordinance Authorizing the Issuance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; and Providing an Effective Date.**

Submitted by: Scott Dunlop, Development Services Director

- 19. Consideration, discussion, and possible action on a Resolution authorizing the submission of a Master Plan for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.**

Submitted by: Scott Moore, City Manager

- 20. Consideration, discussion, and possible action on a Statement of Work for surplus services with GTS Technology Solutions.**

Submitted by: Phil Green, IT Director

- 21. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.**
Applicant: Carilu Texas Realty LLC
Owner: Carilu Texas Realty LLC
Submitted by: Scott Dunlop, Development Services Director
- 22. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.**
Applicant: Rocio Velazquez
Owner: Rocio Velazquez
Submitted by: Scott Dunlop, Development Services Director
- 23. Consideration, discussion, and possible action on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX.**
Applicant: ALM Engineering, Inc.
Owner: Timmermann Commercial Investments, LP
Submitted by: Scott Dunlop, Development Services Director
- 24. Consideration, discussion, and possible action on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.**
Applicant: Quiddity Engineering
Owner: Ashton Grey
Submitted by: Scott Dunlop, Development Services Director
- 25. Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.**
Applicant: Professional StruCIVIL Engineers Inc.
Owner: Najib Wehbe
Submitted by: Scott Dunlop, Development Services Director
- 26. Consideration, discussion, and possible action on a Pump and Haul Agreement with Maddtex, LP for the Lonestar Development.**
Submitted by: Scott Dunlop, Development Services Director
- 27. Consideration, discussion, and possible action on a Pump and Haul Agreement with Easy Jet, LP for the Lonestar Development.**
Submitted by: Scott Dunlop, Development Services Director

28. Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Platinum 973, LLC Project.

Submitted by: Scott Dunlop, Development Services Director

29. Consideration, discussion, and possible action on an Ordinance closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.171 acres (approximately 7,432 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

Submitted by: Scott Dunlop, Development Services Director

30. Consideration, discussion, and possible action on an Ordinance closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.143 acres (approximately 6,235 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

Submitted by: Scott Dunlop, Development Services Director

31. Consideration, discussion, and possible action on a naming policy for city-owned property and facilities in the City of Manor.

Submitted by: Scott Moore, City Manager

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:

- Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;

- Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD;

-Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding council compensation; and

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the release of a portion of the extraterritorial jurisdiction of the City of Austin

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.

32. Consideration, discussion, and possible action on an Ordinance amending Ordinance No. 724 establishing compensation for the Mayor and City Council and a structured policy and procedure process.

Submitted by: Scott Moore, City Manager

33. Consideration, discussion, and possible action on a Resolution requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas consisting of a 146.920-acre tract, more or less, to the extraterritorial jurisdiction of the City of Manor, Texas.

Submitted by: Scott Moore, City Manager

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, May 10, 2024, 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 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail lalmaraz@manortx.gov



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an Ordinance amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.

BACKGROUND/SUMMARY:

This ordinance was reviewed at the April 3, 2024, City Council meeting prior to its publication on April 12th, 19th, and 26th in accordance with state laws. The Ordinance has not changed since its review on April 3rd.

History of the Stormwater Drainage Program and this Ordinance:

Phase 1 of the city's proposed stormwater utility was approved in April 2022. Phase 1 included an assessment of the city's needs, the feasibility of a stormwater utility, and a draft rate model. Phase 2 was approved in July 2023 and it included finalizing the rate model and data necessary to implement the fee, if approved, and assisting with public outreach when conducted. Phase 3 was approved in February 2024 and included the consultant, Raftelis, implementing the fee into our billing system.

As was provided for in the rate model, the proposed drainage fee per single-family home is \$6.50 per month, with non-single-family properties paying based on the amount of impervious cover on the property. At the July 19, 2023 City Council meeting, staff was provided direction from the City Council to proceed with a starting rate of \$6.50 per ERU.

The ordinance adds the drainage utility to the city's code of ordinances and includes the creation of a utility fund, billing procedures, appeals, penalties, and exemptions. It does not set the rate, as that will be done by a separate ordinance through an amendment to the city's fee schedule at the June 5th City Council meeting.

This ordinance exempts all allowable properties under the State code as requested by the City Council. Section 552.053 Texas Local Gov't Code provides that a municipality may exempt a governmental entity and their property including the state, a county, a municipality, a school district and open-enrollment charter school, and religious organizations. Furthermore, the ordinance exempts property with proper construction and maintenance of a wholly sufficient and privately owned drainage system; property held and maintained in its natural state until such time that the property is developed and all the public infrastructure constructed has been accepted by the

municipality in which the property is located for maintenance; and a subdivided lot until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.

This ordinance exempts the State, Travis County, MISD and charter schools, the City, and religious organizations along with the other required exemptions.

If approved, the new drainage charge would be effective on July 1, 2024, utility bills.

The stormwater drainage program will fund expenditures like: system-wide mapping, a stormwater capital improvement plan, 4 dedicated stormwater employees, street sweeper, dump truck, gradall, storm drain medallions, maintenance and repair of pipes, ditches, and streets, and capital project funding.

The intention of the program is to allow the city to better maintain our stormwater system, which historically has not been funded annually and only small, reactive maintenance has been performed. Through the creation of this program, the city aims to be more proactive with maintenance and repairs as well as funding new drainage improvements like regional detention for the downtown area, which currently just surface flows undetained to Gilleland and Wilbarger Creeks. The program too can be used to correct and alleviate flooding issues along creeks and waterways within the city limits, such as the deep drainage channels through Timmermann Park and the downtown Art Park.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Yes – will impose a drainage charge on applicable properties in the city
PRESENTATION: No
ATTACHMENTS: No

- Ordinance

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on an Ordinance of the City of Manor, Texas, amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING CHAPTER 13, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY AMENDING THE TITLE FOR ARTICLE 13.02; ADDING DIVISION 6 TO ARTICLE 13.02; AMENDING DEFINITIONS; DECLARING STORMWATER DRAINAGE TO BE A PUBLIC UTILITY; ESTABLISHING A MUNICIPAL STORMWATER UTILITY SYSTEM; PROVIDING FOR THE ESTABLISHMENT AND CALCULATIONS OF STORMWATER DRAINAGE UTILITY CHARGES AND CREDITS; PROVIDING PENALTIES AND APPEALS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Manor, Texas (the “City”) is a home rule municipality having the full power of local self-government pursuant to its Charter, Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

Whereas, the City manages stormwater runoff through the provision of public works services related to street maintenance and drainage, and service provision previously have been insufficient, at times allowing flooding on streets and private properties, and threatening public health and safety; and

Whereas, inadequate management of accelerated runoff of stormwater resulting from development throughout a watershed increases flows and velocities, threatens public health and safety, contributes to erosion and sedimentation, overtaxes the carrying capacity of streams and storm sewers, greatly increases the cost of public facilities to carry and control stormwater, undermines floodplain management and flood control efforts in downstream communities, reduces groundwater recharge, and increases non-point source pollution of water resources; and

Whereas, a comprehensive program of stormwater management, including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety and welfare and the protection of people of the state, their resources and the environment; and

Whereas, stormwater is an important water resource, which provides groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality; and

Whereas, federal and state regulations require jurisdictions to implement a program of stormwater controls, and these jurisdictions are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES); and

Whereas, the City Council of the City of Manor (the “City Council”) finds that an adequate, sustainable source of revenue for stormwater management is needed to protect the general health, safety, and welfare of the residents of the City; and further, the City Council finds that higher amounts of impervious surface area contribute to greater amounts of stormwater and associated pollutants to the stormwater management system; and

Whereas, the City is authorized by Texas Local Government Code Chapter 552, Subchapter C, “Municipal Drainage Utility Systems,” as amended, (the “Act”) to impose a drainage charge with the established service area; and

Whereas, in accordance with the Act, notices of a public hearing regarding the ordinance were published and a public hearing on this ordinance held concerning matters set forth herein; and

Whereas, as set forth herein, the City Council declares that the stormwater drainage infrastructure and services of the City is a public utility within the meaning of the Act and imposes a charge for such services that allocates stormwater management program costs to benefitted properties based on impervious surface area.

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 incorporated herein for all purposes as findings of fact.

SECTION 2. Amendment of Code of Ordinances. The City Council hereby amends Chapter 13, Utilities of the Manor Code of Ordinances to amend the title for Article 13.02, add Division 6 to Article 13.02, amend definitions, declare stormwater drainage to be a public utility, establish a municipal stormwater utility system, provide the establishment and calculations of stormwater drainage utility charges and credits, and provide penalties and appeals as provided for in Sections 3 through 5 of this Ordinance.

SECTION 3. Amendment of Article 13.02 title. The title for Article 13.02 is hereby amended in its entirety to read as follows:

“Article 13.02 – Water, Wastewater, Solid Waste, and Stormwater Rates and Services Policies”.

SECTION 4. Amendment of Section 13.02.003 Definitions. Section 13.02.003 of Article 13.02 is hereby amended as follows:

(a) The following definitions are hereby added in alphabetical order to read as follows:

“*Adjustment Factor* means a number established by ordinance to be used in the drainage charge calculation to account for the percent of impervious cover on a benefitted property.

Benefitted property or *property* means a lot or tract of real property to which drainage service is made available under this article and which is located within the service area.

Cost of service as applied to stormwater utility system service to any benefitted property, means:

- (1) The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land relating to structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (2) The prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (3) The prorated cost of architectural, engineering, legal, and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (4) The prorated cost of all machinery, equipment, furniture, and facilities necessary or incident to the provision and operation of stormwater quality treatment and draining the benefitted property;
- (5) The prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a stormwater facility used in stormwater quality treatment and draining the benefitted property;
- (6) The prorated cost of debt service and reserve requirements of structures, equipment, and facilities provided by revenue bonds or other stormwater utility revenue-pledge securities or obligations issued by the city; and
- (7) The prorated administrative costs of a stormwater utility system.

Customer class means the land use, single family residential (SFR) or non-single family residential (NSFR), that the property is assigned to be based on the predominant use of the parcel.

Drainage means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Director means the director of the Public Works Department, or their designees.

Equivalent residential unit (ERU) means the basic billing unit for the stormwater charge.

Facilities means the property, either real, personal, or mixed, that is used in providing stormwater service and included in the stormwater system.

Impervious cover means roads, streets, parking areas, buildings, sidewalks and other construction covering the natural land surface that is impenetrable to stormwater. Compacted dirt or gravel used for vehicular traffic, parking, and other uses is considered impervious cover for the purposes of this section.

Improved lot or tract means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Public utility means a stormwater service that is regularly provided by the city through municipal property dedicated to that service to the users of benefitted property within the service area and that is based on:

- (1) An established schedule of charges;
- (2) The use of the police power to implement the service; and
- (3) Nondiscriminatory, reasonable, and equitable terms as declared under this chapter.

Service area means the geographic area that will be served by the city's stormwater utility, established in section 13.02.302.

Stormwater charge means:

- (1) The levy imposed to recover the cost of service to the city in furnishing stormwater service for any benefitted property; and
- (2) If specifically provided by ordinance, an amount made in contribution to funding of future stormwater system construction by the city.

Stormwater Code means the specific stormwater code applied to any benefitted property within the service area. The codes are as follows: Single Family Residential (SFR), Non-Single Family Residential (NSFR), and Exempt (EX).

Stormwater facilities means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Stormwater system means the stormwater utility system owned or controlled, in whole or in part by the city, including the city's existing stormwater facilities, materials, and supplies and any stormwater facilities, materials, and supplies hereafter constructed or utilized, and dedicated to the service of benefitted property, and including provision for additions to the system. The drainage system is also known as a municipal separate storm sewer system, or MS4, meaning that the storm sewers are a separate system not connected with the sanitary sewer system.

Utility Customer means the person or entity receiving the benefit of, or responsible for payment for, City utility service, such as water, wastewater, solid waste, and drainage.

User means the person who owns or occupies a benefitted property.

Wholly sufficient and privately owned stormwater system means land owned and operated by a person other than a municipal stormwater utility system the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of a municipal stormwater utility system.”

(b) the definition for “Customer” is deleted in its entirety.

SECTION 5. Amendment of Article 13.02 – Water, Wastewater, Solid Waste, and Stormwater Rates and Services Policies. Article 13.02 is hereby amended to add Division 6. – Stormwater Utility as follows:

“Division 6. – Stormwater Utility

Sec. 13.02.300 Establishment and dedication of utility assets.

The city council establishes the city stormwater utility as a public utility and dedicates to the utility all city-owned property, real and personal, facilities, materials and supplies constituting the city's drainage system as constituted on the effective date of this article and as may be acquired in the future, to be used for the purpose of the stormwater utility.

Sec. 13.02.301. Establishment and revisions to stormwater utility service area.

- (a) The city council establishes the stormwater utility service area as the city limits of the city, as presently configured and as the same may be amended from time to time.
- (b) Except as affected by amendments to the city limits, revisions to the service area will be made only after the publication of notice and a public hearing as required by state law.

Sec. 13.02.302. Establishment and revision of stormwater charges; credits.

- (a) The city council establishes stormwater charges to be paid by users of benefitted property in the service area. The determination of the stormwater charges is deemed nondiscriminatory, reasonable and equitable to provide for the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction and administration of the stormwater utility.
- (b) The stormwater charges will be set by separate ordinance based on the following factors:
 - (1) The amount of impervious cover on the benefitted property;
 - (2) The predominant developed use of the benefitted property; and
 - (3) The number of equivalent residential units (ERUs) on the benefitted property.
- (c) The category that applies to each benefitted property will be determined within the guidelines set forth herein and set the charge in accordance with the category of use and the following factors:
 - (1) *Customer class.* Each benefitted property will be placed in a specific category of land use, also known as customer class, based upon the actual use of the property. These customer class categories will include single family residential, non-single family residential, and exempt. The stormwater codes associated with these customer classes are single family residential (SFR), non- single family residential (NSFR), and

exempt (EX). The single family residential customer class is billed based impervious cover it falls within, the non-single family residential customer class is billed based on calculated impervious cover on the site, and exempt customer class is a use that falls into an exempt category per V.T.C.A., Local Government Code, § 552.053 and sec. 13.02.309.

- (2) *Impervious cover.* The amount of impervious cover existing on each benefitted property. Impervious area for parcels shall be inventoried from information established by the Travis County Appraisal District, from geographic information system records, from aerial photography and from site plans or plats available for properties within the city. The impervious area measured in square feet as obtained from these database sources, site plans or other survey or engineering calculations shall be used to establish the relative stormwater runoff potential for each customer class and among parcels within each customer class.
 - (3) *Residential units.* The number of residential units existing on a particular benefitted property. For the purposes of the drainage utility, residential structures with one to four residential units are in the single family residential customer class and residential structures with more than four units are in the non-single family residential customer class.
 - (4) *Stormwater Code.* Based on the customer class and impervious cover on a benefitted property, a stormwater code is assigned to the account.
 - (A) Residential class accounts are all Single Family Residential (SFR) units. (1 ERU)
 - (B) Non-single family residential properties (NSFR) are all remaining non-residential properties such as commercial, industrial, retail, government, multi-family with more than four units, religious, non-profit, and the like.
 - (C) Exempt properties (EX) are those that are exempted from paying a drainage fee based on the criteria outlined in this division.
- (d) The monthly charge for each lot or parcel will be calculated equitably and proportionally using an ERU impervious-based billing structure. One ERU is established as 2,730 square feet based on a review of all existing single-family residential properties within the service area. Each residential account is billed according to its stormwater code. A non-single family residential property is billed based on the total amount of impervious cover associated with the non-single family residential use divided by the ERU value of 2,730 square feet. (i.e. NSFR bill charge = total impervious cover/2,730* current stormwater utility fee).

- (e) The monthly charge per ERU is established in a separate ordinance and is based on the revenue required to support the stormwater utility divided by the total number of ERUs to be billed.
- (f) The city council reserves the right to adjust the stormwater charges by separate ordinance from time to time.
- (g) Billing of the stormwater charge against each benefitted property within the service area will be accomplished by a stormwater utility charge listing in the monthly city utility bill. Multi-family properties with more than four units on a single parcel will have a stormwater utility bill mailed to the owner of record. These bills will become due and payable, and will be subject to late payment penalties, in accordance with the rules and regulations of the city pertaining to the collection of water and wastewater fees and charges.
- (h) No utility deposit will be required as a precondition to accepting surface flow from a benefitted property in the drainage utility.
- (i) Billing of stormwater charges will occur even when other utilities are disconnected to reflect the on-going discharge from the impervious cover of the benefitted property to the stormwater system.

Sec. 13.02.303 Billing

- (a) The stormwater fee shall be shown as a separate listing on the monthly utility bill from the City. Bills become due in accordance with the provisions of this chapter. If no utility meter serves the benefitted property, the City may establish a non-metered utility account using the utility billing system and shall bill the drainage charge to the utility customer for the non-metered utility account.
- (b) *Order of Billing.* If more than one utility customer is associated with a benefitted property, the City shall bill the fee to the owner of the benefitted property unless:
 - (1) The benefitted property is a single family, duplex, triplex, or fourplex residence, in which case the City shall divide the fee equally among the utility customers and bill the utility customers accordingly;
 - (2) The benefitted property includes a utility customer at a secondary residence, in which case the City shall bill the utility customer associated with the primary residence;
 - (3) The owner of the benefitted property cannot reasonably be determined or located, in which case the City shall determine an equitable method to allocate the fee among the utility customers based upon information available and bill the utility customers accordingly; or

- (4) The owner of the benefitted property is exempt under this chapter or state law, in which case the City shall determine an equitable method to allocate the fee among the other utility customers based upon information available and bill the utility customers accordingly.

Sec. 13.02.304. Stormwater Utility Fund.

- (a) A separate fund is established, known as the stormwater utility fund, for the purpose of identifying and controlling all revenues and expenses attributable to the stormwater utility. All drainage charges collected by the city and other monies available to the city for the purpose of drainage will be deposited in the stormwater utility fund. The revenues will be used for the purposes of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration and other reasonable and customary charges associated with the operation of the stormwater utility. It is not necessary that the expenses from the stormwater utility fund, for any authorized purpose, specifically relate to any particular benefitted property from which the revenues were collected.
- (b) All drainage charges collected under this article will be used solely for creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration and other reasonable and customary charges associated with the operation of the stormwater utility. In the event a portion of the drainage revenues is pledged to retire any outstanding indebtedness or obligation incurred, or as a reserve or amount in any contribution for future construction, repair or extension or maintenance of the utility assets, then the pledged portion of revenues may not be transferred to the general fund.
- (c) The city manager, or their designee, will provide an annual report of the stormwater utility's revenues, expenses and programs to the city council.

Sec. 13.02.305. Delinquent stormwater charges; enforcement.

Any stormwater charge which is not paid when due may be recovered in an action at law by the city. In addition to other remedies or penalties provided by this chapter, article, or state law, failure of a user of any utility within the service area to pay the stormwater charges when due will subject the user to discontinuance of any other utility services provided by the city. In the event an owner does not pay the charge, a lien can be placed on the property. Furthermore, property that is developed but vacant does not qualify for an exemption and the burden of stormwater utility fees ultimately lies with the property owner, whether a tenant is in place or not. In the event a stormwater utility fee is assessed to a tenant and the tenant moves out, the stormwater utility fee will be assessed to the property owner. In the event a property has no other utilities turned on or is presently vacant but qualifies as a benefitted property, the stormwater utility fee will be assessed to the property owner.

Sec. 13.02.306. Administration; rules and regulations

- (a) The Director of Public Works will be responsible for the administration of this article. The director will develop rules, regulations and procedures for the administration of stormwater charges, develop maintenance programs, and establish criteria and standards for operation of the stormwater utility system.

Sec. 13.02.307 Appeals.

- (a) *Appeal of stormwater utility fees to the director.* A utility customer or user who has been charged a stormwater utility fee and believes that the calculation or determination of the stormwater utility fee is incorrect may appeal the fee determination to the director. The director shall evaluate all appeals based on the methodologies for calculating the stormwater utility fee set forth in the stormwater utility fee ordinance.
- (b) *Process.*
- (1) The appeal shall be in writing and set forth in detail the grounds upon which relief is sought. The director shall decide the appeal based upon a preponderance of the evidence. The director shall issue a written decision on the appeal within 30 days from the date that the director receives the appeal.
 - (2) An adjustment resulting from such a request shall be prospective and applied to future billings and may also be retroactive for no more than three months prior to the receipt of the appeal.
- (c) *Supporting information for appeal.* The person filing the appeal may be required, at the person's cost, to provide supplemental information to the director, including but not limited to survey data sealed by a Texas licensed professional land surveyor, engineering reports sealed by a Texas licensed professional engineer qualified in civil engineering, or other documentation that the director deems necessary to properly evaluate the appeal. Failure to provide requested information in a timely manner may result in the denial of the appeal.
- (d) *Appeal of stormwater utility fees to the city council.*
- (1) A utility customer or user may appeal the following decisions of the director to the city council:
 - (A) The applicability of a stormwater utility fee to a parcel;
 - (B) The calculation of applicable stormwater runoff potential for a parcel;
 - (C) The calculation of the stormwater utility fee for a parcel; or
 - (D) The discontinuance of utility service, filing of a lien or other legal actions for non-payment of stormwater utility fees.
 - (2) The utility customer or user shall file a written appeal to the city council with the city secretary within 30 days following receipt of the director's decision. The city council shall hear the appeal within 60 days of receipt of the appeal by the city secretary. Notice of the hearing shall be mailed to the address given in the appeal form or, if no address is given, to the address on the utility billing statement at least 14 days prior to the hearing.

- (3) The burden of proof shall be on the utility customer or user to demonstrate that the fee is not applicable or that the determination of the value of the fee was not calculated according to the applicable stormwater fee schedule or the methodologies established in the stormwater utility fee ordinance. If applicable, and if not previously submitted to the director, the owner or customer shall submit, with the appeal, a report describing the basis for the appeal. The report shall be prepared by a Texas licensed professional engineer qualified in civil engineering. The failure to submit such a report shall be considered in determining whether the applicant has met the burden of proof.
- (4) If the appeal is accompanied by a bond or other sufficient security satisfactory to the city attorney in an amount equal to the original determination of the stormwater utility fee due, any discontinued utility services may be reinstated while the appeal is pending.
- (5) At the hearing, the city council shall allow testimony from the applicant, city employees and other interested persons relevant to the appeal. The hearing may be continued from time to time.
- (6) Following the hearing, the city council shall consider all evidence and determine whether the appeal should be granted (in whole or in part) or denied.
- (7) The city council shall complete its review and make a decision about the appeal within thirty (30) days of the hearing. The city council shall apply the standards and review criteria contained in this section.
- (8) The city council's decision shall be final.

Sec. 13.02.308. Exemptions.

- (a) The following properties will be exempt from the provisions of this article:
 - (1) A benefitted property described in Section 552.053 of the Texas Local Government Code is exempt from the drainage charge established by this chapter, including:
 - (A) A state agency and property owned by the state;
 - (B) Property owned by Travis County;
 - (C) Property owned by Manor Independent School District and open-enrollment charter schools;
 - (D) The city and property owned by the city; or
 - (E) Property owned by a religious organization that is exempt from taxation pursuant to Section 11.20, Tax Code.
 - (2) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
 - (3) Property held and maintained in its natural state, until the time that the property is developed and all of the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; or

- (4) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.
- (b) The user has the burden of proof when claiming an exemption under this article and must provide the director with information reasonably required by the director to make a determination. Failure to timely provide information requested by the director is a sufficient reason to deny a requested exemption.

Sec. 13.02.309. Flood; nonpoint source pollution control; liability.

Floods from drainage runoff may occur which exceed the drainage system's capacity. In addition, surface water stagnation and pollution arising from nonpoint source runoff may occasionally occur which exceeds the capacity of the drainage system. This article does not imply that benefitted properties will always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all possible flood control and water treatment projects to control the quantity and quality of runoff can be constructed cost-effectively. Nothing whatsoever in this article should be construed or be deemed to create additional duties or liability on the part of the city for any damage incurred in any flood or from adverse water quality due to drainage runoff. Nothing in this article should be deemed to waive the city's immunity under state law or affect the need for flood insurance.”

SECTION 6. Conflicting Ordinances. The Manor Code of Ordinances is amended as provided herein. 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, the terms and provisions of this ordinance shall govern.

SECTION 7. Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code and the City Charter.

SECTION 9. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other

provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 10. 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.

PASSED AND APPROVED on this ____ day of _____ 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

Conduct a Public Hearing on the levying of assessments in Improvement Area #4 of the Manor Heights Public Improvement District.

BACKGROUND/SUMMARY:

This item relates to Agenda Item No. 17 approving an ordinance for the levy of assessments in Improvement Area #4.

The notice of public hearing for the levy of assessments was published in the *Manor Journal* on May 3, 2024, and was mailed to all property owners in Improvement Area #4 of the District on May 1, 2024, both of which met the statutory requirement of publication and mailing of notices by the 11th day before the public hearing.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No
PRESENTATION: Yes
ATTACHMENTS: No

STAFF RECOMMENDATION:

Staff recommends conducting a public hearing for the levying of assessments in Improvement Area #4 of Manor Heights Public Improvement District.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

Conduct a Public Hearing on the issuance of Improvement Area #4 Bonds for the Manor Heights Public Improvement District.

BACKGROUND/SUMMARY:

This item relates to Agenda Item No. 18 approving an ordinance for the issuance of Improvement Area #4 Bonds.

The notice of a public hearing on the issuance of the Bonds was published in the Manor Journal on May 3, 2024, per City Charter requirements.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No
PRESENTATION: Yes
ATTACHMENTS: No

STAFF RECOMMENDATION:

Staff recommends conducting a public hearing on the issuance of the City of Manor, Texas Special Assessment Revenue Bonds (Manor Heights Public Improvement District Improvement Area #4 Project).

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

Applicant: Carilu Texas Realty LLC

Owner: Carilu Texas Realty LLC

BACKGROUND/SUMMARY:

This property is near the intersection of US Hwy 290 and Murray Avenue. It is in between the MISD Police Station and Mr. Jim's gas station. The property was zoned SF-1 when the city first applied zoning districts back in the early 2000s, but the property has always been used commercially. Its prior use was as a law office building.

The request for Neighborhood Business is consistent with the Comprehensive Plan Future Land Use Map designating this area as Community Mixed Use. Community Mixed Use is meant as a mix of nonresidential and residential uses in a compact design to create a walkable environment.

The P&Z Commission voted 6-0 to recommend approval. The zoning was supported because it's consistent with the Future Land Use Map, the use is incompatible with surrounding commercial uses, and the property was built for and used historically as an office building.

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

- Ordinance
- Letter of Intent
- Rezone Map
- Aerial Image
- Neighborhood Business Uses
- FLUM
- Community Mixed Use Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on the first reading of an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO NEIGHBORHOOD BUSINESS (NB); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family Suburban (SF-1) to zoning district Neighborhood Business (NB). The Property is accordingly hereby rezoned to Neighborhood Business (NB).

Section 4. Open Meetings. That 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, Chapt. 551, Texas Gov't. Code.

PASSED AND APPROVED FIRST READING on this the 15th day of May 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 2

EXHIBIT "A"

Property Address:
310 West Murray Avenue, Manor, TX 78653

Property Legal Description:

Lots 6 and 7, Block 2, A.E. Lane Addition to the City of Manor, Travis County, Texas, according to the map or plat thereof recorded in Book 2, Page 223, Plat Records of Travis County, Texas, save and except that portion of Lot 7 conveyed to the State of Texas in Right of Way Deed recorded in Volume 948, Page 163, Deed Records of Travis County, Texas.



Dear Members of the Zoning Board,

I am writing to formally request the rezoning of the property located at 310 W. Murray St., Manor, TX 78653, from its current Residential zoning to Commercial zoning. The primary reason for this request is to align the property's use with its original design and previous usage history.

I currently operate a real estate office at this location and wish to expand by leasing additional office spaces within the same premises. However, under the current Residential zoning, this expansion is not feasible. Changing the zoning to Commercial would not only benefit my business but also contribute to the local economy by providing additional office spaces for lease.

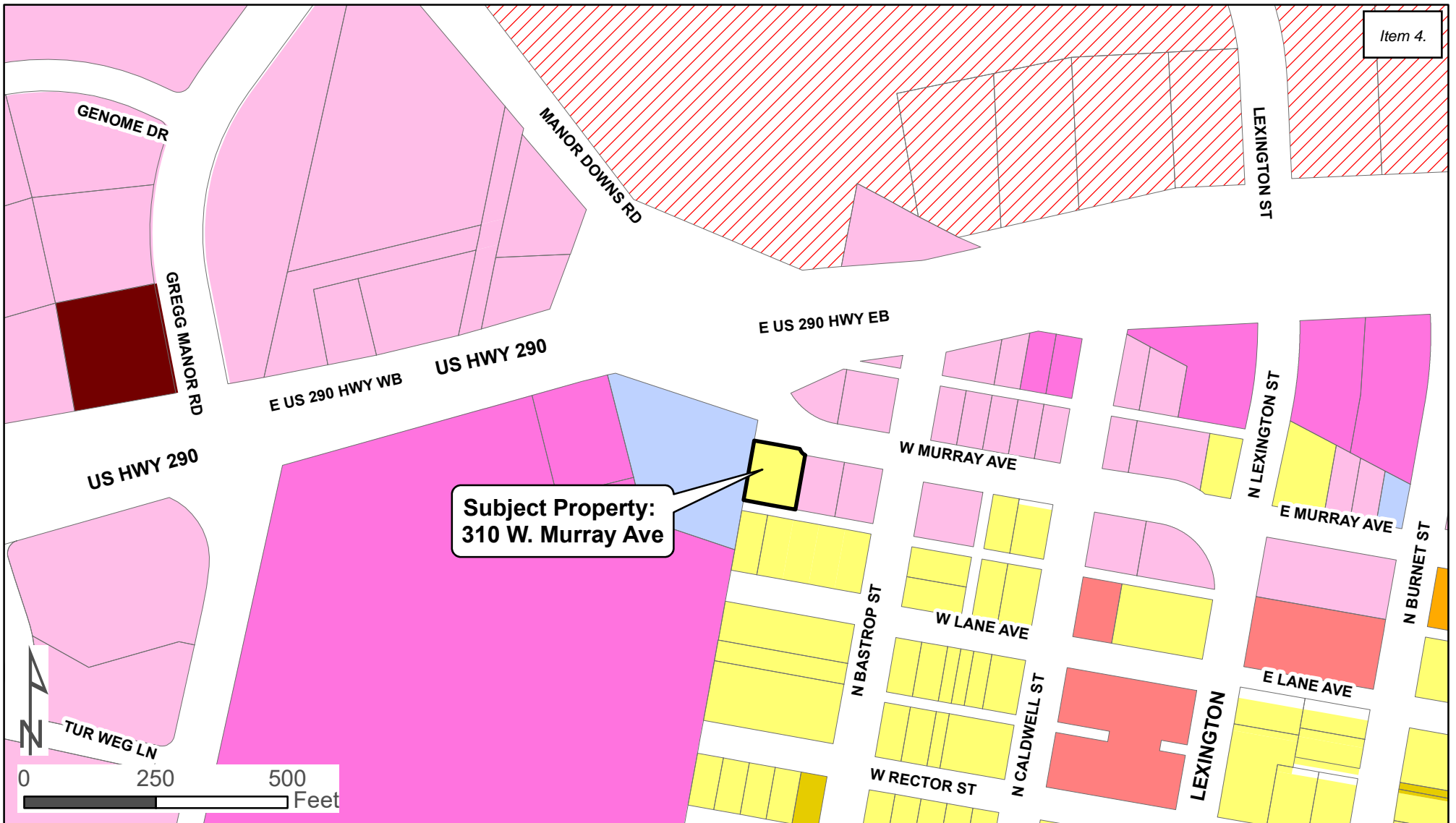
It's important to note that when I purchased the property, it was sold under the premise of being commercial real estate. The building's structure and internal layout are designed specifically for commercial use. For example, there are no showers or other features typically found in residential properties. From the beginning, this property has been utilized for commercial purposes, evidenced by its previous occupants, a law firm.

The property's location and design make it unsuitable for residential use but ideal for commercial activities. Rezoning this property would not only rectify this misalignment but also maximize its potential for contributing to the local business community.

I am committed to ensuring that any business activities conducted on the premises will adhere to the highest standards and will follow all relevant regulations and guidelines. Thank you for considering my request. I am available for any further discussions or hearings required in this matter. I look forward to a favorable response and am hopeful that the Board will recognize the benefits of rezoning this property for commercial use.

Sincerely,
Carilu Castelan

 March 5, 2024



**Subject Property:
310 W. Murray Ave**

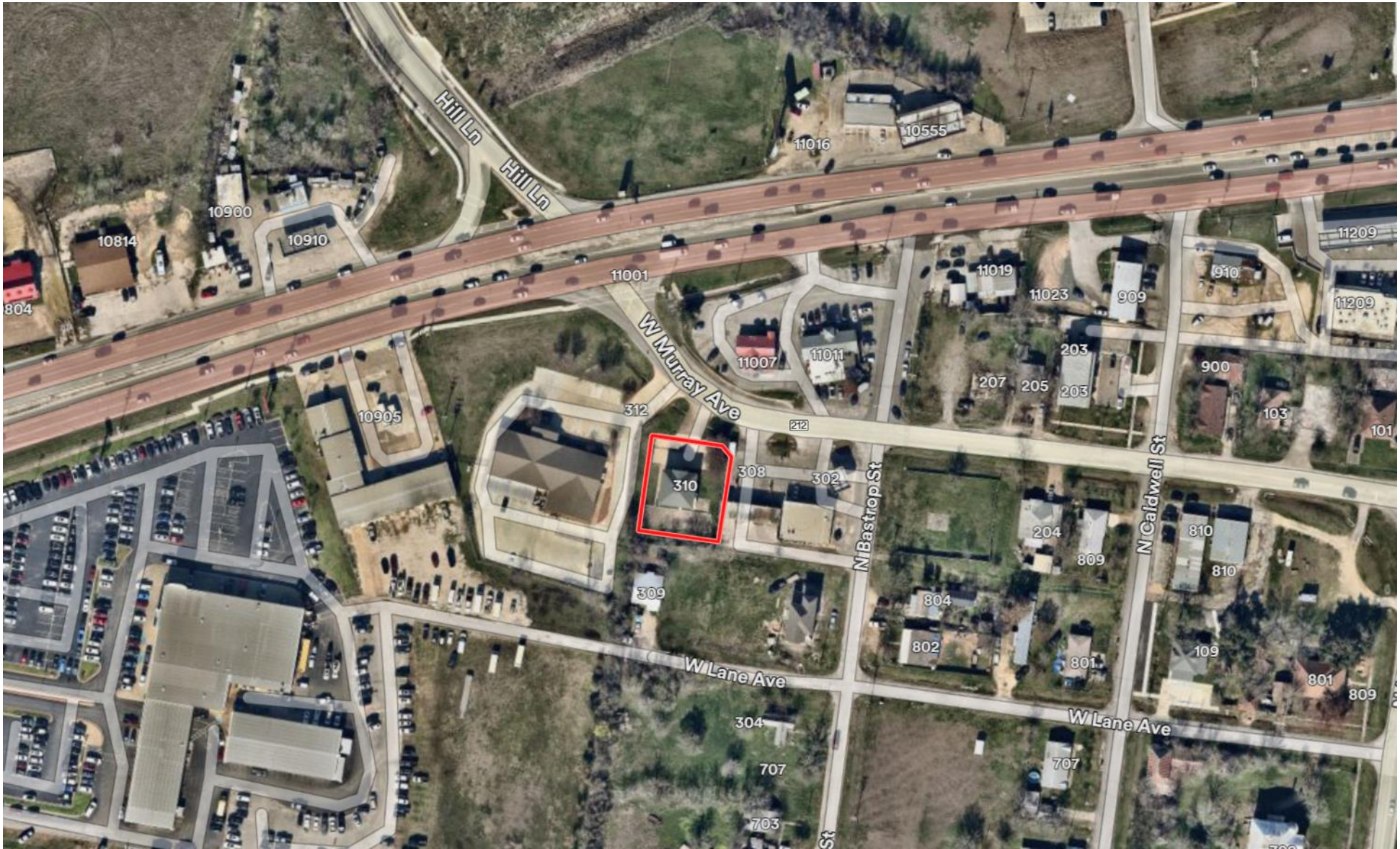
Item 4.

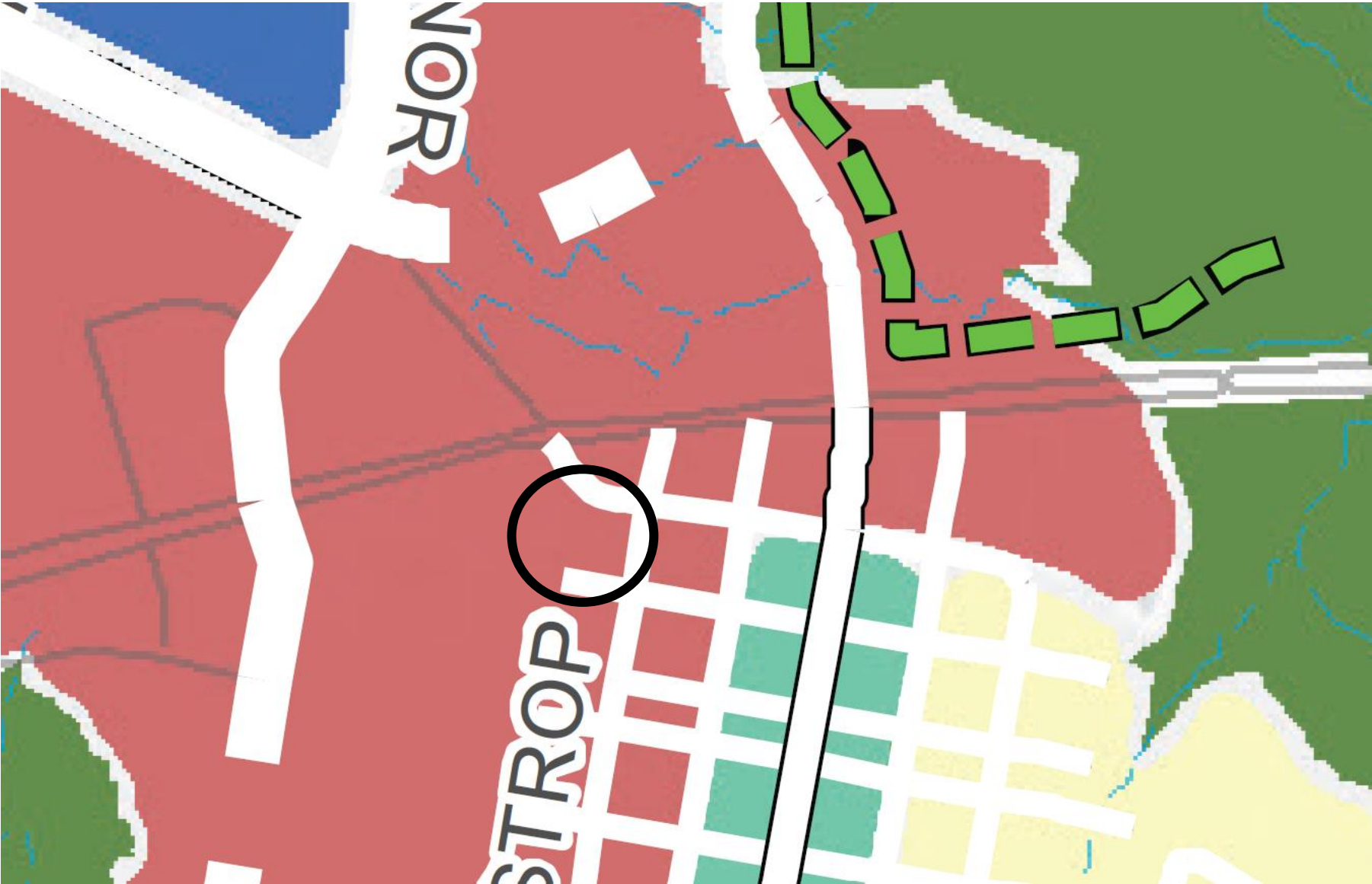


**Current:
(SF-1) Single Family Suburban**

**Proposed:
(NB) Neighborhood Business**

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ





COMMUNITY MIXED-USE

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

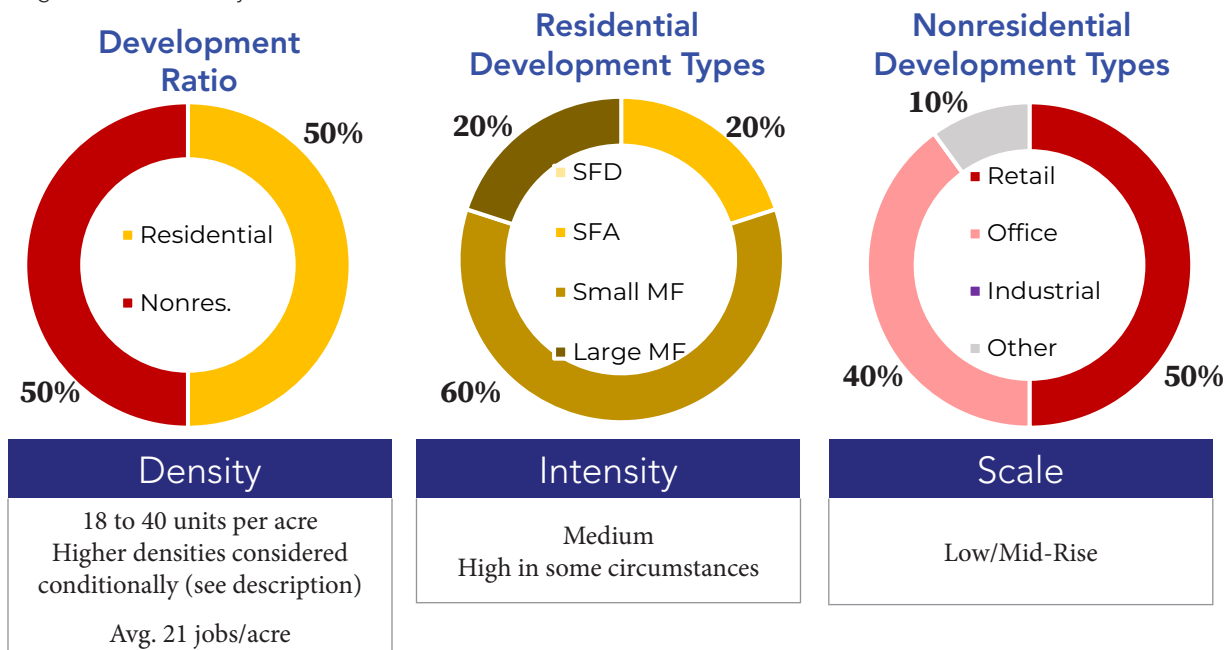
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●●●○○	
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	●●●●●	
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●●●○	
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
Manufacturing	●○○○○	Not considered appropriate.
Civic	●●●●●	Considered supportive to the function and livability of this future land use category, government buildings, schools and community facilities can serve as activity hubs.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.

MIXED USE DISTRICTS

NB

Neighborhood Business

The neighborhood business districts is intended as a low-intensity mix of commercial and residential uses, excluding single-family residential and manufactured home residential, and being located at or near single-family and multifamily residential development and along a primary collector or greater roadway. Building scale and site development should be cohesive with adjacent residential. This district can serve as a transition to more intense commercial uses.

Permitted and Conditional Uses

Residential

Condominium (c)

Multi-family (c)

Non-Residential

Alcoholic beverage
establishment (c/s)

Laundry services (self)

Antique shop

Liquor sales (c)

Art studio or gallery

Medical clinic

Business Support Services

Offices, government

Child Care Center

offices, medical

Club or lodge (c)

Offices, professional

Community Garden (c)

Personal improvement
services

Consumer Repair Services

Personal services

Event Center (c/s)

Pet store (c)

Financial Services (c)

Printing and publishing (c)

Florist (c)

Religious assembly

Food Sales (c)

Restaurant (c)

Funeral Services (c)

Utility services, minor

Gasoline Station (limited) (c/s)

Veterinary services, small (c)

General Retail Sales

Wireless Transmission Facilities,
attached (c/s)

(convenience)

General retail sales (general)

Wireless Transmission Facilities,
stealth (c/s)

Governmental Facilities

Hotel (c/s)

NB Neighborhood Business

Site Development Standards

Lot		Massing	
Minimum Lot Area	7,500 sq ft	Maximum Height	35 ft
Minimum Lot Width	60 ft ¹	Minimum Setbacks:	
Maximum principle structure Lot Coverage	40%	Front Setback	20 ft
Maximum principle and accessory structure lot coverage	50%	Streetside Setback	15 ft
Landscape Requirement	20% ²	Exterior side Setback	20 ft ⁴
Maximum dwelling unit size	1,000 sq ft ³	Rear Setback	20 ft ⁴
Maximum dwelling units	10/acre	Streetscape Yard	15 ft ⁵

¹ Corner lots add 10 ft

² 2 Trees per 600 s.f. of landscaped area.
4 shrubs per 600 s.f. of landscaped area.

³ For every ten percent of total exterior facade area that is masonry, 100 square feet of residential dwelling unit size can be reduced up to 500 square feet by entering in a development agreement authorized to be executed by the city manager. Total exterior facade area does not include the area of windows and doors. Masonry is considered stone, brick, or cement stucco, and excludes cementitious planking.

Properties located within the historic district as defined in section 14.02.031 may have minimum dwelling unit sizes 500 square feet less than indicated in the tables found in subsections (a) and (b) above. Neighborhood business (NB) district properties shall have a minimum of 70 percent front facade masonry and 50 percent overall facade masonry.

⁴ Setbacks to non-residential can be 10 ft

⁵ 1 medium or large tree (type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent. If overhead utilities are present, then 1 small tree (type C) must be planted for every 20 linear feet of street frontage.



4/24/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 310 W. Murray Rezoning from SF-1 to NB
 Case Number: 2024-P-1636-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

Applicant: Carilu Texas Realty LLC
Owner: Carilu Texas Realty LLC

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

290 East Not West LLC
421D Congress Ave.
Austin, TX 78701

Mario Juarez
3401 Bratton Ridge Xing
Austin, TX 78728

Edward Garcia
804 N Bastrop St.
Manor, TX 78653

Luna Benita Gonzalez
802 N Bastrop St.
Manor, TX 78653

Mr. Jims Grocery Inc.
PO Box 827
Manor, TX 78653

Brenda S. Perez
600 Samaripa St.
Manor, TX 78653

Walter L. Robinson
3608 Eagles Nest St.
Round Rock, TX 78665

Thomas M. Turman
21609 Union Lee Church Rd.
Manor, TX 78653

Manor Independent School District
PO Box 359
Manor, TX 78653

River City Partners Ltd.
501 E Koenig Ln.
Austin, TX 78751

Wenkai Chen
1132 NORTHWESTERN AVE UNIT A
AUSTIN, TX 78702



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.

Applicant: Rocio Velazquez

Owner: Rocio Velazquez

BACKGROUND/SUMMARY:

This property is along FM 1100 near the intersection with Kimbro West Road, about 1.3 miles north of the intersection of FM 1100 and US 290. The applicant is requesting C-2 Medium Commercial zoning as they intend to construct an event center.

The Comprehensive Plan Future Land Use Map has this area designated as Employment Center. Employment Center uses are meant to have access to major roadways and supports a mix of retail, office, industrial, and other nonresidential development types. This 3.75-acre tract being C-2 Medium Commercial would be consistent with the intent of the Employment Center designation by providing compatible retail and nonresidential uses for other office and industrial uses that will be a part of the larger Employment Center district.

P&Z voted 3-3 to recommend C-1 Light Commercial zoning. The motion failed and no new motion was put forward. The Commission discussed that C-2 Medium Commercial was too intense a category for the area as it's currently developed, which is single-family and agricultural. Additionally, the applicant is seeking to construct an event center, and C-1 requires a Specific Use Permit to construct an event center and the Commission wanted the additional oversight of the property's development as an event center so they can better understand how it would affect the adjacent residential and traffic on FM 1100. The vote was split because some members of the Commission did not support the commercial zoning at all.

A supermajority of the City Council will be needed to approve this zoning request.

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- C-2 Land Uses
- Future Land Use Map
- Employment Center Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on the first reading of an ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None

X – tie vote

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO MEDIUM COMMERCIAL (C-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family Suburban (SF-1) to zoning district Medium commercial (C-2). The Property is accordingly hereby rezoned to Medium Commercial (C-2).

Section 4. Open Meetings. That 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, Chapt. 551, Texas Gov't. Code.

PASSED AND APPROVED FIRST READING on this the 15th day of May 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 2

EXHIBIT "A"

Property Address:
14122 FM 1100, Manor, TX 78653

Property Legal Description:

EXHIBIT A

Being a 3.478 acre (151,497 square feet) tract of land out of the Lemuel Kimbro Survey, A-64, in Travis County, Texas, being the remaining portion of a called 5.75 acre tract conveyed from Arthur A. Christensen and wife, Margaret Christensen to Carl G. Chambers and Artis Chambers, filed July 19, 1967 and recorded in Volume 3315, Page 1822 of the Deed Records of Travis County, Texas, being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on June 30, 2023 and is true and correct to the best of my knowledge and belief. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 3.478 acre tract being more fully described as follows:

BEGINNING at a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set in the West line of Farm-to-Market 1100 at the Southeast corner of the said 5.75 acre tract, the Northeast corner of a called 10.010 acre tract conveyed from Lucrecio Lopez and Erika Lopez to Marvin Chacon and Arletys Chacon, filed November 19, 2019 and recorded in Document No. 2019182590 of the Official Public Records of Travis County, Texas, and marking the Southeast corner of the herein described tract from which a 1/2 inch iron rod found bears South 27°17'02" West, a distance of 275.77 feet;

THENCE, North 64°09'59" West, generally along a barbed wire fence with the South line of said 5.75 acre tract and the North line of said 10.010 acre tract, a distance of 741.78 feet, to a 4 inch metal fence corner post found for the Southwest corner of the said 5.75 acre tract, an exterior corner of a called 33.939 acre tract conveyed from Gayle S. Anderson to David Oman, filed August 22, 2014 and recorded in Document No. 2014125837 of the Official Public Records of Travis County, Texas, and marking the Southwest corner of the herein described tract;

THENCE, generally along a barbed wire fence with the common line of said 5.75 acres and said 33.939 acres, as follows:

1. North 27°31'27" East, a distance of 331.94 feet (called 332.43 feet), to a 4 inch metal fence corner post found for the Northwest corner of said 5.75 acre tract, an interior corner of said 33.939 acre tract, and marking the Northwest corner of the herein described tract;
2. South 62°38'09" East, a distance of 198.00 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of a called 2.000 acre tract conveyed from Cornerstone Capital Group, Inc. to Janet Holeman, filed February 23, 1999 and recorded in Volume 13375, Page 570 of the Real Property Records of Travis County, Texas, and marking the most northerly Northeast corner of the herein described tract;

THENCE, South 27°26'08" West, over and across said 5.75 acre tract with the West line of said 2.000 acre tract, a distance of 167.85 feet (called 167.79 feet), to a 1/2 inch iron rod found for the Southwest corner of the said 2.000 acre tract, and marking an interior corner of the herein described tract;

THENCE, South 64°10'37" East, continuing over and across said 5.75 acre tract generally along a barbed wire fence with the South line of said 2.000 acre tract, a distance of 542.77 feet (called 542.71 feet), to a 1/2 inch iron rod found in the said West line of Farm-to-Market 1100 for the Southeast corner of the said 2.000 acre tract, and marking the most easterly Northeast corner of the herein described tract;

THENCE, South 27°17'02" West, with the West line of Farm-to-Market 1100 and the East line of the said 5.75 acre tract, a distance of 158.88 feet, to the PLACE OF BEGINNING, containing within these metes and bounds 3.478 acres (151,497 square feet) of land, more or less.

Good afternoon to all,

My Name is Rocio Velazquez, and I am Writing this letter to whom it may concern,

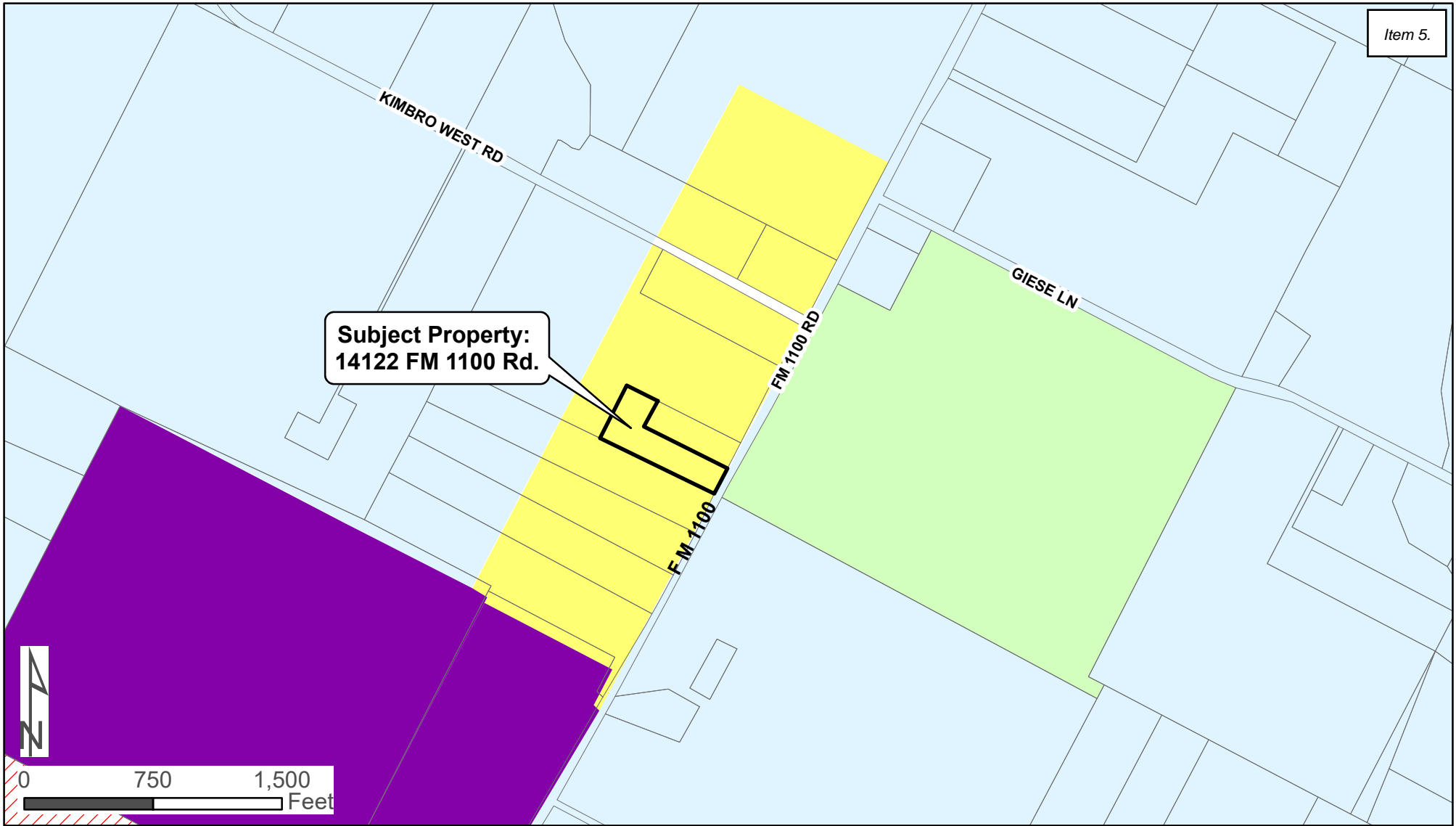
We recently bought a property located at 14122 FM 1100 in Manor Tx 78653, our intent with this property is to to change the zoning on our property. We are currently zoned as a Single Family Residential Suburban Site and would like to change it to a Commercial Use Site (C2). Our Plans with this Change of zone would be to Build A Event Center(Venue). We Look Forward to Building a Modern Event Center something our Town Would Love to have, & we would love to provide that. With Manor Growing so much over the past year's and what it looks like it will grow into in a few more an Event Center is something we truly believe will add more value to our precious Manor and it families.

Please feel free to reach out, if there's any questions

Thank You,

Rocio Velazquez

512-840-8392



**Subject Property:
14122 FM 1100 Rd.**

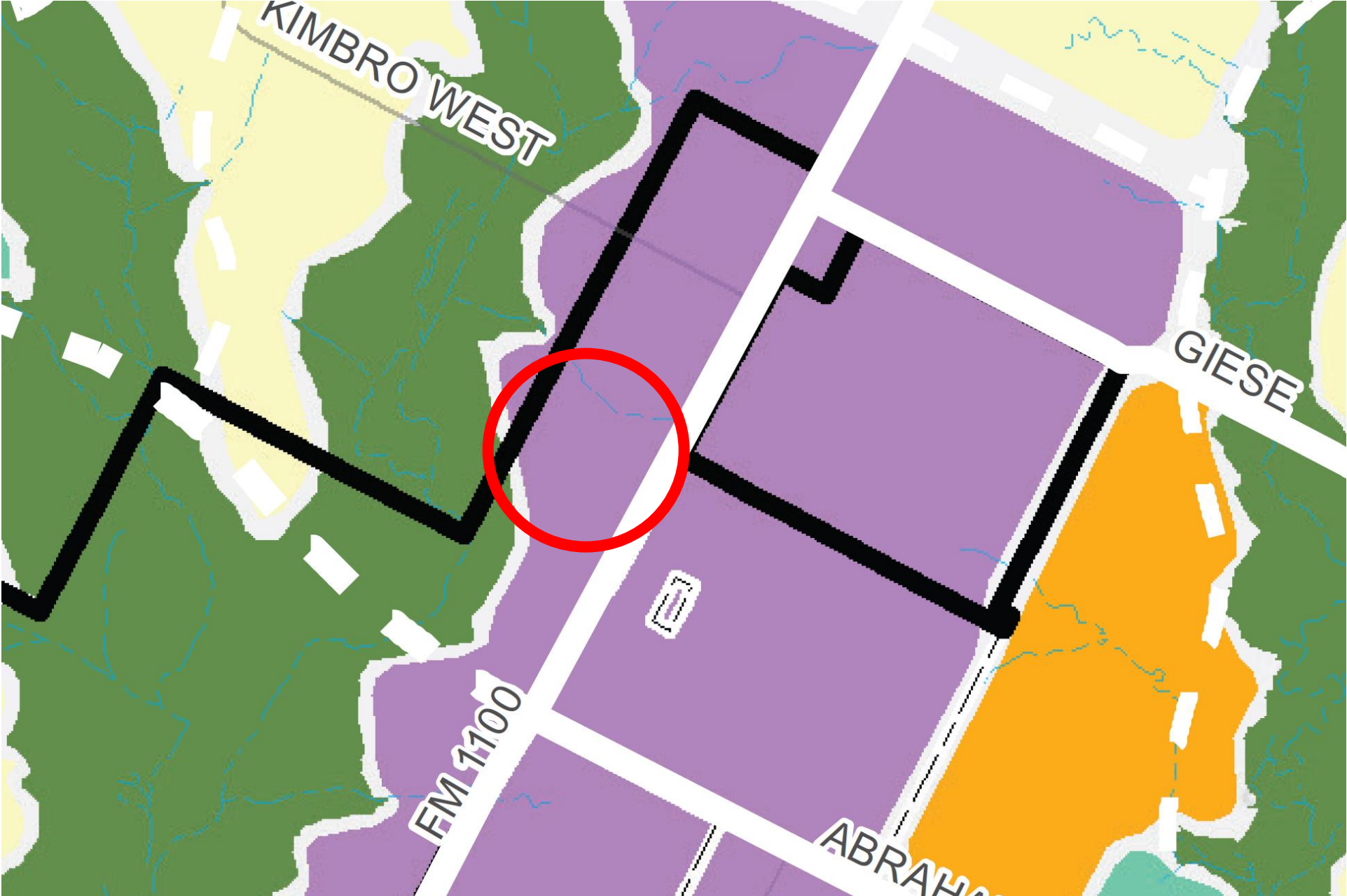


**Current:
(SF-1) Single Family Suburban**

**Proposed:
(C-2) Medium Commercial**

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ





EMPLOYMENT

The Employment land use category applies to business centers with easy access to major roadways, including SH 290 and FM 973. The primary uses for employment centers are large urban employment centers, corporate campuses, and mixed-use environments.

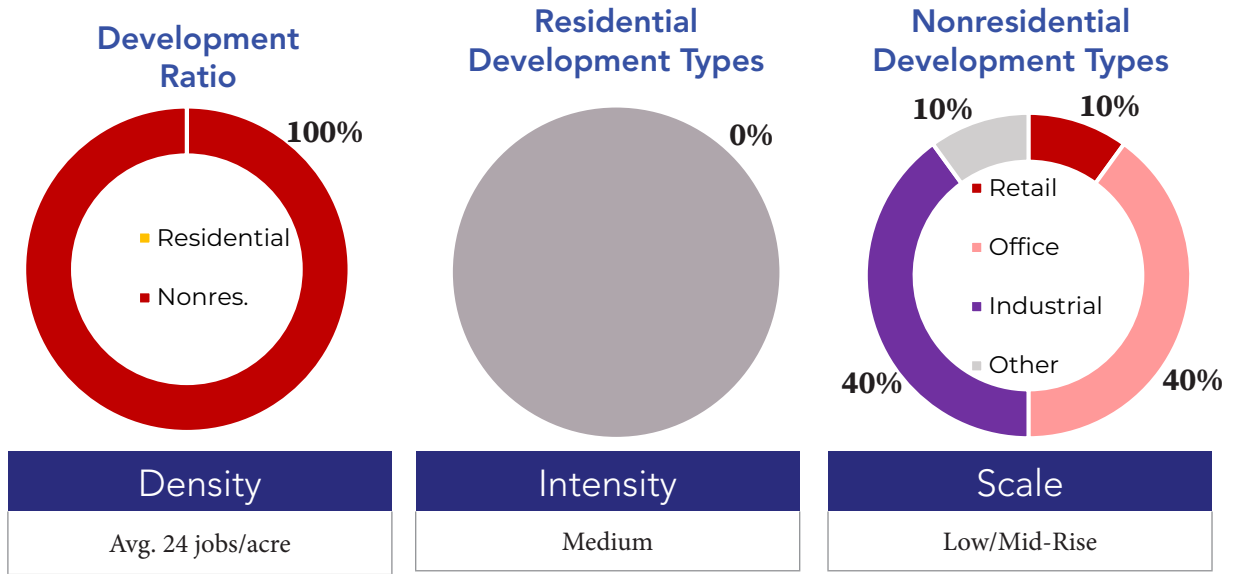
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today’s office environment.

As a result, this district includes a mixture of retail, office, industrial and other nonresidential development types, rather than exclusively office or exclusively industrial. This provides important support services to employment centers, making them more sustainable and increasing the quality of life for workers.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Large employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ● ● ●	Appropriate overall, with high quality design standards.
Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

C-2

Medium Commercial

The medium commercial district is intended for moderately dense commercial development, such as large-format retailers and malls, serving local and regional needs. Medium commercial uses should be located along or the intersections of major roadways to accommodate the traffic generated.

Permitted and Conditional Uses

Non-Residential Uses

Adult day care	Food Court Establishment (c/s)	Recreational Vehicle sale, service, and rental (c)
Alcoholic Beverage Establishment (c)	Food Preparation (c)	Religious Assembly
Amusement (Indoor) (c)	Food Sales (c)	Restaurant (c)
Amusement (outdoor) (c)	Funeral Services (c)	Restaurant-Drive in or Drive-Through (c)
Antique Shop	Game Room (c/s)	School, boarding
Art Studio or Gallery	Garden Center (c)	School, business or trade
Automobile Repair (Major)(c)	Gasoline Station (Limited) (c/s)	School, College or University
Automobile Repair (Minor) (c)	Gasoline Station Full Service (c/s)	School, private or parochial
Automobile Sale/Rental (c)	General Retail Sales (Convenience)	School, public
Automobile Washing (c)	General Retail Sales (General)	Semi-Permanent food establishment (c)
Brewery, micro (c)	Governmental facilities	Smoke shop or Tobacco Store
Brewpub (c)	Hospital Services (s)	Theater
Business Support Services	Hotel (c)	Transportation Terminal (c)
Child Care Center	Kennel (c)	Truck and Trailer sales and rental (c)
Club or Lodge (c)	Laundry Service	Utility services (minor)
Commercial Off-Street Parking (c)	Laundry Service (Self)	Veterinary Services, large (c)
Communication Services or Facilities	Liquor Sales (c)	Veterinary Services, small (c)
Construction and Equipment Sales (Minor)	Medical Clinic (s)	Wireless Transmission Facilities, attached (c)
Consumer repair Services	Mini-Storage Warehouse (c)	Wireless Transmission Facilities, stealth (c)
Contractor's shop (c)	Offices, Government	Wireless Transmission Facilities, monopole (c/s)
Distillery, micro	Offices, Medical (s)	Zoo, private
Event Center (c/s)	Offices, Professional (s)	
Financial Services (c)	Offices, Showroom	
Financial Services, alternative (c)	Off-site Accessory Parking	
)	Pawnshop (c)	
Florist (c)	Personal Improvement Services	
	Personal Services	
	Pet Store (c)	
	Printing and Publishing (c)	
	Recreational Vehicle Park (c/s)	

C-2

Medium Commercial

Site Development Standards

Lot		Massing	
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	100 ft ¹	Minimum Setbacks:	
Maximum principle structure lot coverage	60% ²	Front Setback	20 ft
Maximum principle and accessory structure lot coverage ³	70%	Streetside Setback	15 ft
		Exterior Side Setback	40 ft ⁶
		Rear Setback	40 ft ⁶
Landscape Requirement	15% ³		
Streetscape yard	15 ft ⁴		
Bufferyard	25 ft ⁵		

¹ Corner lots add 10 ft

² Properties located within the historic district as defined in section 14.02.031 shall have a minimum of 60 percent front facade masonry and 50 percent overall facade masonry. Percent calculations are based on total exterior facades excluding window and door openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.

³ 2 Trees per 600 s.f. of landscaped area.
4 shrubs per 600 s.f. of landscaped area.

⁴ 1 medium or large tree (type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent. If overhead utilities are present, then 1 small tree (type C) must be planted for every 20 linear feet of street frontage.

⁵ 4 large and/or medium evergreen trees and 15 shrubs per 100 linear feet of the site development boundary plus an opaque wall. Bufferyards required to all SF-E, SF-1, SF-2, MH-1, MH-2, TF, and TH.

⁶ Setback to non-residential can be 10 ft



4/24/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 14122 FM 1100 rezoning from SF-1 to C-2
 Case Number: 2024-P-1628-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.

Applicant: Rocio Velazquez
Owner: Rocio Velazquez

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

LOPEZ LUCRECIO & ERICA (1749116)
14034 FM 1100
MANOR TX 78653-4095

CHACON MARVIN & ARLETYS
(1828293)
305 MILTON CV
PFLUGERVILLE TX 78660-2919

HOLEMAN JANET (420066)
14204 FM 1100
MANOR TX 78653-3719

OMAN DAVID (1447835)
14859 BOIS D ARC LN
MANOR TX 78653-3626

BONO JOSEPH A III TRUST ETAL
(1940458)
5718 WESTHEIMER RD STE 1840
HOUSTON TX 77057-5758



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, Texas.

Applicant: ALM Engineering, Inc.
Owner: Timmermann Commercial Investments, LP

BACKGROUND/SUMMARY:

The Manor Commons NE Commercial tract is at the northeast corner of US Hwy 290 and FM 973. The developer is seeking to divide the approximately 34-acre tract into 18 commercial lots (17 developable commercial lots and 1 drainage lot). The proposed uses include restaurants, retail, a bank, and a hotel. The plan also includes extending Marie Lane from Greenbury into the commercial subdivision to a roundabout with connections to US 290 and FM 973. The FM 973 intersection will be where the new Manor Commerce Blvd connects to FM 973 as part of the Manor Crossing development and a signal will be installed by the Manor Crossing developer. Additional turning lanes are planned on FM 973 and US 290, and there will not be a signal added to the US 290 connection, which will be a right-in, right-out, and not provide a crossing to EB US 290 traffic.

P&Z voted 6-0 to approve since it is consistent with the subdivision code and is a non-discretionary item.

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

- Plat
- Aerial Location
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

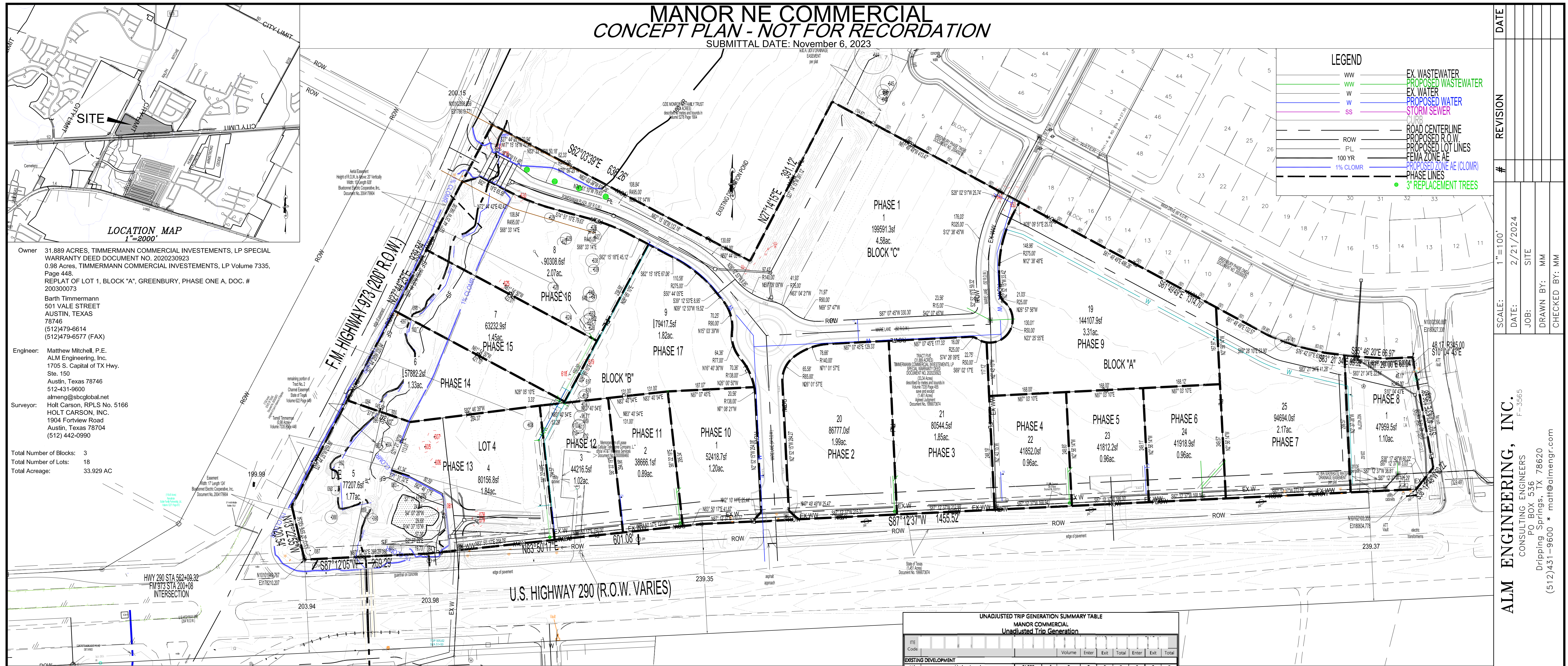
STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, Texas.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

MANOR NE COMMERCIAL CONCEPT PLAN - NOT FOR RECORDATION

SUBMITTAL DATE: November 6, 2023



LEGEND

- EX WASTEWATER
- PROPOSED WASTEWATER
- EX WATER
- PROPOSED WATER
- EX STORM SEWER
- PROPOSED STORM SEWER
- ROW
- PROPOSED R.O.W.
- PROPOSED LOT LINES
- 100 YR PL
- 1% CLOMR
- PHASE LINES
- 3" REPLACEMENT TREES

Owner: 31.889 ACRES, TIMMERMANN COMMERCIAL INVESTMENTS, LP SPECIAL WARRANTY DEED DOCUMENT NO. 2020230923
0.98 Acres, TIMMERMANN COMMERCIAL INVESTMENTS, LP Volume 7335, Page 448.
REPLAT OF LOT 1, BLOCK "A", GREENBURY, PHASE ONE A, DOC. # 200300073
Barth Timmermann
501 VALE STREET
AUSTIN, TEXAS
78746
(512)479-6614
(512)479-6577 (FAX)

Engineer: Matthew Mitchell, P.E.
ALM Engineering, Inc.
1705 S. Capital of TX Hwy.
Ste. 150
Austin, Texas 78746
512-431-9600
almeng@sbcglobal.net

Surveyor: Holt Carson, RPLS No. 5166
HOLT CARSON, INC.
1904 Fortview Road
Austin, Texas 78704
(512) 442-0990

Total Number of Blocks: 3
Total Number of Lots: 18
Total Acreage: 33.929 AC

A portion of this property is located in Zone "AE", as defined in the Map Revision 19-06-2660P to FIRM Panel No. 48453C0485J, Travis County, Texas, dated April 11, 2016.
A CLOMR will be submitted for modification of the floodplain contained Concept.
A LOMR will be submitted following completion of the Flood Plain Modifications.

LINEAR FEET OF NEW STREETS:
RING ROAD - 2,040 LF
Submit Date: NOVEMBER 6, 2023
ZONING: C-1
PROPOSED USE: C-1

Water and Wastewater Provider: CITY OF MANOR
105 E Eggleston St.
Manor, TX 78653
Phone: 512-272-5555

Electrical Supply: BLUEBONNET ELECTRIC COOP
3198 East Austin St.
P.O. Box 240
Giddings, TX 78942

Gas Supply: Atmos Energy
823 Congress Av. #600
Austin, TX 78701-2435
1-888-286-6700

TREE LIST

REMOVE 08 12' Hackberry	617 13.5' - 10.5' 67' Hackberry
REMOVE 09 13' Hackberry	620 12' Hackberry
REMOVE 10 12' Hackberry	621 17' Hackberry
REMOVE 11 12' Hackberry	622 13' Hackberry
REMOVE 12 12' Hackberry	623 12.5' Hackberry
REMOVE 13 12' Hackberry	624 12.5' Hackberry
REMOVE 14 12' Hackberry	625 12' Hackberry
REMOVE 15 12' Hackberry	626 11.5' Hackberry
REMOVE 16 12' Hackberry	627 10' Hackberry
REMOVE 17 12' Hackberry	628 12.5' Hackberry
REMOVE 18 12' Hackberry	629 10.5' Hackberry
REMOVE 19 12' Hackberry	630 12' Hackberry
REMOVE 20 12' Hackberry	631 12' Mesquite
REMOVE 21 12' Hackberry	632 12' Hackberry
REMOVE 22 12' Hackberry	633 12' Hackberry
REMOVE 23 12' Hackberry	634 10' Mesquite
REMOVE 24 12' Hackberry	635 11' Mesquite
REMOVE 25 12' Hackberry	636 10' Hackberry
REMOVE 26 12' Hackberry	637 12' Hackberry
REMOVE 27 12' Hackberry	638 12' Hackberry
REMOVE 28 12' Hackberry	639 11' Hackberry
REMOVE 29 12' Hackberry	640 12' Hackberry
REMOVE 30 12' Hackberry	641 11' Hackberry
REMOVE 31 12' Hackberry	642 10' Hackberry
REMOVE 32 12' Hackberry	643 12' Hackberry
REMOVE 33 12' Hackberry	644 12' Hackberry
REMOVE 34 12' Hackberry	645 10' Hackberry
REMOVE 35 12' Hackberry	646 10' Hackberry
REMOVE 36 12' Hackberry	647 10' Hackberry
REMOVE 37 12' Hackberry	648 11' Hackberry
REMOVE 38 12' Hackberry	649 14' - 10' 80' Mesquite
REMOVE 39 12' Hackberry	650 12.5' - 10.5' 30' Mesquite
REMOVE 40 12' Hackberry	651 10' Hackberry
REMOVE 41 12' Hackberry	652 12' - 10' 30' Mesquite
REMOVE 42 12' Hackberry	653 12' unknown species
REMOVE 43 12' Hackberry	654 10.5' Hackberry
REMOVE 44 12' Hackberry	655 10.5' unknown species
REMOVE 45 12' Hackberry	656 10' Hackberry

ESTIMATED PHASE DATES

PHASE 1 - JUNE 2024
PHASE 2-17 - JUNE 2024-2026
PHASES 2-17 WILL BE INDIVIDUAL LOTS OR GROUPS OF LOTS DEPENDING ON THE TENANT DEMAND. TIME LINES WILL DEPEND ON USER INTEREST.

GENERAL NOTES:
1.) Water and wastewater systems servint this subdivision shall be designed and installed in accordance with the City of Manor and State Health Department plans and Specifications and specifications shall be submitted to the City of Manor, Water and Wastewater Department for review.
2.) All water and wastewater construction must be inspected by the City of Manor.
3.) No lot in this subdivision shall be occupied until connected to the City of Manor water and wastewater.
4.) Prior to construction, a site development permit must be obtained from the City of Manor.
5.) Prior to Construction on lots in this subdivision, drainage plans will be submitted to the City of Manor for review.
6.) The property owners or assigns shall maintain all drainage easements on private property.
7.) The property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by governmental authorities.
8.) All building set-back lines shall be in accordance with the City of Manor current Zoning Ordinance.
9.) This subdivision is located within the City of Manor Corporated City Limits as of this date December 2023.

TREE MITIGATION NOTE:
THE ONLY PROTECTED TREE THAT WILL BE REMOVED WITH THE SUBDIVISION CONSTRUCTION IS A 10' CEDAR ELM # 625. ALL OTHER TREES BEING REMOVED ARE HACKBERRY OR MESQUITE.
FOUR - 3" REPLACEMENT TREES WILL BE PLACED ON LOT 1, BLOCK C, ON THE NORTH SIDE OF LOMERANIAN PLAZA, EAST OF THE WILBARGER TRIBUTARY. APPROXIMATE LOCATIONS SHOWN AS GREEN CIRCLES.

MANOR NE CORNER FM 973 & HWY 290

BLOCK A	UNITS	RATE	LUE'S
RETAIL	85735	LUE/1660	45.4
RESTAURANT	48220	LUE/200	240.7
BANK	4150	LUE/3000	1.7
HOTEL	100		0.5
TOTAL			341.0

WASTEWATER LUES

CITY OF MANOR	341.0
----------------------	--------------

PEAK DRY 0.530 cfs
PEAK WET 0.562 cfs

WATER LUES

CITY OF MANOR	341.0
----------------------	--------------

Average day demand = 500 gpd 19485 13.53
Peak day demand = 530 gpd 51636 35.86
Peak hour demand = 900 gpd 87683 60.89

FIRE FLOW BASED ON TYPE IIB & 51,235sf RETAIL
51,235 IIB 4,750 gpm
SPRINKLER REDUCTION 50%
ESTIMATED FIRE FLOW DEMAND 2375 gpm

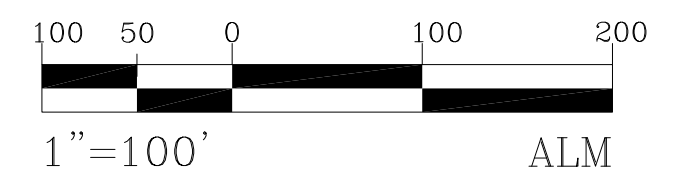
UNADJUSTED TRIP GENERATION SUMMARY TABLE

MANOR COMMERCIAL
Unadjusted Trip Generation

ITE Code	Volume	Enter	Exit	Total	Enter	Exit	Total
EXISTING DEVELOPMENT							
NA Undeveloped	81,022	af	0	0	0	0	0
PROPOSED DEVELOPMENT PHASE 1							
LOT G/22							
934 Fast-Food Restaurant with Drive-Through	3,200	af	1,496	73	70	143	33
LOT H/23 & 24							
932 High-Turnover (Sit-Down) Restaurant	5,710	af	612	30	25	33	32
LOT I/25							
822 Strip Retail Plaza	9,000	af	490	13	8	21	30
934 Fast-Food Restaurant with Drive-Through	3,575	af	1,671	81	78	159	81
LOT M/1							
934 Fast-Food Restaurant with Drive-Through	2,175	af	1,017	49	48	97	37
PROPOSED DEVELOPMENT PHASE 2							
LOT D							
912 Drive In Bank	4,150	af	416	24	17	41	44
LOT E/20							
932 High-Turnover (Sit-Down) Restaurant	4,630	af	498	24	20	43	28
LOT F/21							
932 High-Turnover (Sit-Down) Restaurant	7,789	af	771	38	31	69	40
LOT G/1							
932 High-Turnover (Sit-Down) Restaurant	5,000	af	536	26	22	48	28
822 Strip Retail Plaza	16,300	af	898	23	18	39	34
LOT L							
310 Hotel	100	rooms	660	24	19	43	24
LOT M							
821 Shopping Plaza (40k-150k) - No Supermarket	31,233	af	3,459	33	34	89	130
PROPOSED DEVELOPMENT PHASE 3							
LOT A							
932 High-Turnover (Sit-Down) Restaurant	7,803	af	837	41	34	75	43
LOT B							
NA Existing Cell Phone Tower	44,431	af	0	0	0	0	0
LOT C							
934 Fast-Food Restaurant with Drive-Through	3,200	af	1,496	73	70	143	33
TOTAL PROPOSED DEVELOPMENT 14,899 375 490 1,095 658 586 1,243							
NET DEVELOPMENT 14,899 375 490 1,095 658 586 1,243							

This table was populated utilizing the criteria set by the ITE Trip Generation Handbook defining when a new lot is to be utilized versus an existing lot.
*Existing cell phone tower to remain.

PAGE 6.9 TABLE 2 - SUMMARY OF UNADJUSTED TRIP GENERATION, BEING AN EXCERPT FROM THE MANOR COMMONS PHASE 3, TRAFFIC IMPACT STUDY PREPARED BY BOBAK J. TEHRANY, P.E., OF BOE CONSULTING SERVICES, LLC. F-19220



CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT 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 ON THIS THE ____ OF _____, 20__ A.D.

APPROVED: _____ ATTEST: _____
FELIX PIAZ, CHAIRPERSON LUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE ____ OF _____, 20__ A.D.

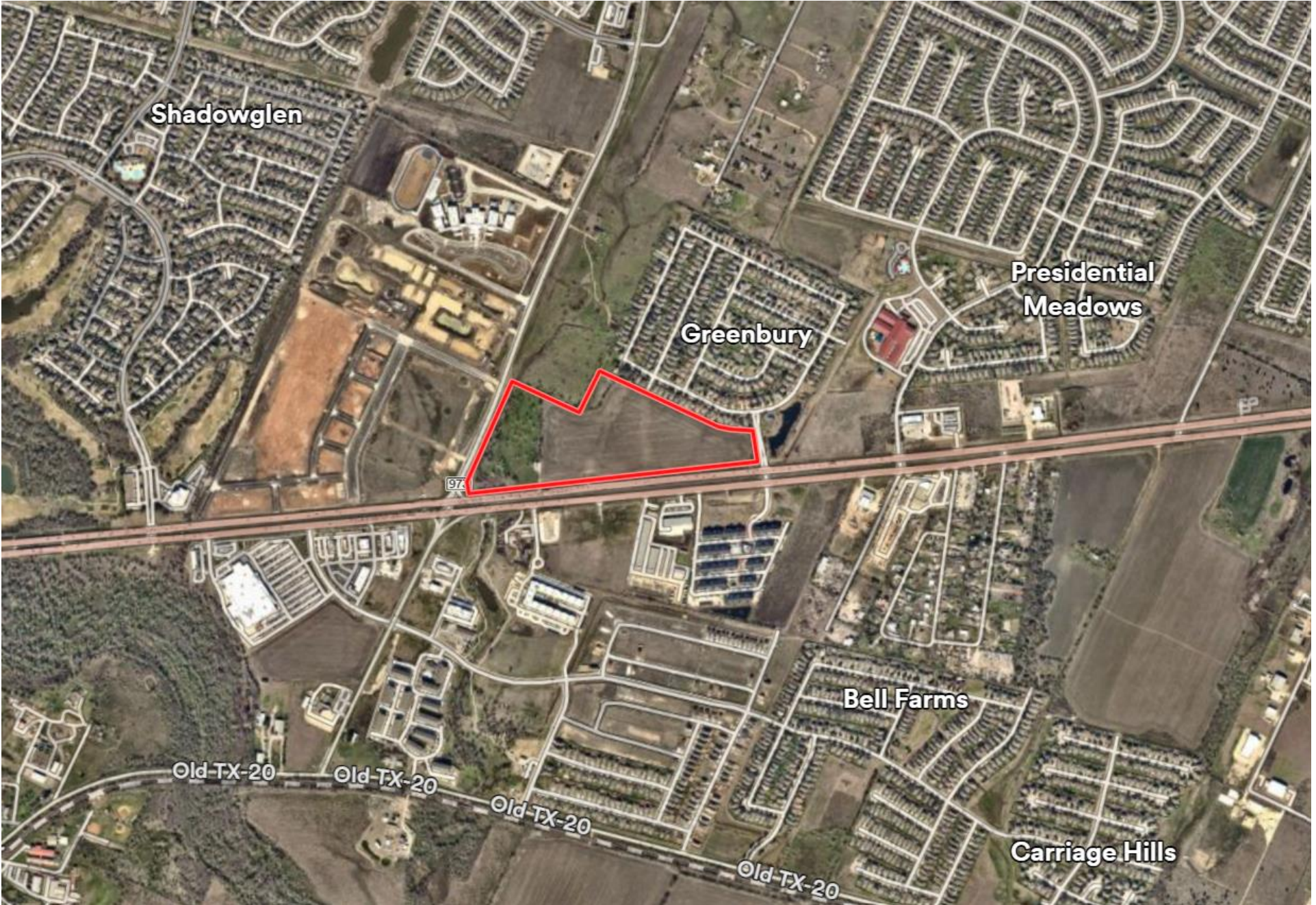
APPROVED: _____ ATTEST: _____
HONORABLE DR. CHRISTOPHER HARVEY, MAYOR LUVIA ALMARAZ, CITY SECRETARY
MAYOR OF THE CITY OF MANOR, TEXAS

DATE	REVISION	#
2/21/2024	SITE	MM
	DRAWN BY:	MM
	CHECKED BY:	MM

SCALE: 1"=100'

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
F-3565
PO BOX 536
Dripping Springs, TX 78620
(512)431-9600 * mat@almengr.com

CONCEPT PLAN
MANOR NE COMMERCIAL
FM 973
MANOR, TX





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Monday, December 11, 2023

Matt Mitchell
ALM Engineering, Inc.
PO Box 536
Dripping Springs 78620
matt@almengr.com

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan, , TX.

Dear Matt Mitchell,

The first submittal of the Manor Commons NE Commercial Concept Plan (*Concept Plan*) submitted by ALM Engineering, Inc. and received on February 29, 2024, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

1. A TIA will be required for the project. A meeting should be set up with the City of Manor and TxDOT to discuss the scope of the TIA.
2. The TIA will need to be submitted separately from the Concept Plan.
3. City of Manor signature blocks are required to be included with the Concept Plan.
4. The proposed major categories of land use by acreage should be provided on the Concept Plan.
5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan.
6. The water and wastewater utility sheets should be removed from the concept plan. These are not required for a Concept Plan and should be submitted with the preliminary plan.
7. The storm sewer, pond cross sections, drainage maps and HEC-HMS calculation sheets should be removed from the Concept Plan as they are not required to be provided. These should be submitted with the preliminary plan.
8. The tree mitigation note lists a fee in lieu for trees. This will need to be approved by City Council.

12/11/2023 11:07:18 AM
Manor Commons NE Commercial Concept Plan
2023-P-1590-CP
Page 2

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.
Lead AES
GBA



December 29, 2023

Pauline Gray, P.E.
Senior Engineer
Jay Engineering, a Division of GBA
1500 CR 269
Leander, TX 78641

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan, , TX.

1. A TIA will be required for the project. A meeting should be set up with the City of Manor and TxDOT to discuss the scope of the TIA.

RESPONSE: Alexander Flores, P.E., with BOE Consulting Services, LLC., has been working on a TIA for this property, also known as Manor Commons Phase 3, for this project since 2022. Pauline Gray, P.E. approved the scoping letter along with TxDOT on December 9, 2022.

2. The TIA will need to be submitted separately from the Concept Plan.

RESPONSE: The TIA, known as Manor Commons Phase 3, was already submitted.

3. City of Manor signature blocks are required to be included with the Concept Plan.

RESPONSE: Signature blocks added.

4. The proposed major categories of land use by acreage should be provided on the Concept Plan.

RESPONSE: The proposed zoning is C-1 and the proposed land use is C-1 as shown on the lower left corner of page 1 of the concept. Estimated land uses are included in the TIA table that has been added to the Concept Plan but these are subject to change depending on demand.

5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan.

RESPONSE: The LUE table with water and wastewater estimates is located at the bottom center of the Concept Plan

6. The water and wastewater utility sheets should be removed from the concept plan. These are not required for a Concept Plan and should be submitted with the preliminary plan.

RESPONSE: These have been removed.

7. The storm sewer, pond cross sections, drainage maps and HEC-HMS calculation sheets should be removed from the Concept Plan as they are not required to be provided. These should be submitted with the preliminary plan.

RESPONSE: These have been removed.

8. The tree mitigation note lists a fee in lieu for trees. This will need to be approved by City Council.

RESPONSE: There is only 1 protected tree being removed. We are now proposing to add four 3" trees to the north side of POMERANIAN PLAZA, on Lot 1, Block C.

If you have any questions, please contact me at (512) 431-9600.

Sincerely,



Matt Mitchell, P.E.





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Wednesday, February 21, 2024

Matt Mitchell
ALM Engineering, Inc.
PO Box 536
Dripping Springs 78620
matt@almengr.com

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan,

Dear Matt Mitchell,

The subsequent submittal of the Manor Commons NE Commercial Concept Plan submitted by ALM Engineering, Inc. and received on February 29, 2024, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- ~~1. A TIA will be required for the project. A meeting should be set up with the City of Manor and TxDOT to discuss the scope of the TIA.~~
- ~~2. The TIA will need to be submitted separately from the Concept Plan.~~
3. City of Manor signature blocks are required to be included with the Concept Plan. **Felix Piaz is the current chairperson, and Lluvia Almaraz is the current City Secretary.**
- ~~4. The proposed major categories of land use by acreage should be provided on the Concept Plan.~~
5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan. **Provide the estimated number of LUEs for wastewater.**
- ~~6. The water and wastewater utility sheets should be removed from the concept plan. These are not required for a Concept Plan and should be submitted with the preliminary plan.~~
- ~~7. The storm sewer, pond cross sections, drainage maps and HEC-HMS calculation sheets should be removed from the Concept Plan as they are not required to be provided. These should be submitted with the preliminary plan.~~
- ~~8. The tree mitigation note lists a fee in lieu for trees. This will need to be approved by City Council.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at /Manor/Parts/Blank, or by e-mail at tshows@gbateam.com.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Tyler Shows
Staff Engineer
GBA



February 29, 2024

Pauline Gray, P.E.
Senior Engineer
Jay Engineering, a Division of GBA
1500 CR 269
Leander, TX 78641

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan

3. City of Manor signature blocks are required to be included with the Concept Plan. **Felix Piaz is the current chairperson, and Lluvia Almaraz is the current City Secretary.**

RESPONSE: The chairperson and city secretary names have been updated.

5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan. **Provide the estimated number of LUEs for wastewater.**

RESPONSE: The at the bottom middle of the Concept Plan has been updated to show both the Water and Wastewater estimated LUE's.

If you have any questions, please contact me at (512) 431-9600.

Sincerely,



Matthew Mitchell, P.E.





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Monday, March 25, 2024

Matt Mitchell
ALM Engineering, Inc.
PO Box 536
Dripping Springs 78620
matt@almengr.com

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan,

Dear Matt Mitchell,

We have conducted a review of the concept plan for the above-referenced project, submitted by Matt Mitchell and received by our office on February 29, 2024, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.
Lead AES
GBA



4/24/24

City of Manor Development Services

Notification for a Subdivision Concept Plan

Project Name: Manor Commons NE Commercial Concept Plan
 Case Number: 2023-P-1590-CP
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Subdivision Concept Plan for Manor Commons NE Commercial being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX. Subdivision concept plans that meet the city's requirements are required to be approved by the Planning and Zoning Commission. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX.

Applicant: ALM Engineering, Inc.
Owner: Timmermann Commercial Investments, LP

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Subdivision Concept Plan has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

REESE MICHAEL B & ANDREIA L (320297) 12808 BASKETFLOWER CV ELGIN TX 78621-6033	PEREZ NOE (1897521) 13200 CONSTELLATION DR AUSTIN TX 78653-3863	GREENBURY VILLAGE HOA (1287450) PO BOX 7079 ROUND ROCK TX 78683-7079
GUERRERO MARIA ELENA (1933233) 46 Lake Forest Dr Morgans Point Resort TX 76513-9276	KHOSRAVI TOURAJ (1903773) 12103 Ella Lee Ln Houston TX 77077-6032	HERNANDEZ JACOBO V & MA TERESA (1647588) 17913 MAXA DR MANOR TX 78653-3875
OSUNA ROBERT J (1308642) 17917 MAXA DR MANOR TX 78653-3875	KAHLA KODY (1841325) 17921 MAXA DR MANOR TX 78653-3875	JACKSON TAMERIAL L & FLOYD A (1290208) 17925 MAXA DR MANOR TX 78653-3875
CASTRO ANTONIO JR (1718340) 18001 MAXA DR MANOR TX 78653-3679	BARRETT RYAN M (1758505) 18009 MAXA DR MANOR TX 78653-3679	PUGH ZACH (1818879) 18013 MAXA DR MANOR TX 78653-4113
DELUNA ADRIAN & RENEE (1575865) 18017 MAXA DR MANOR TX 78653-4113	CULBERSON JENELL (552436) 18021 MAXA DR MANOR TX 78653-4113	OAKMOSS LLC (1547523) 6001 W PARMER LN AUSTIN TX 78727-3901
TAN MANGNAN (1869704) 16304 BATES CV PFLUGERVILLE TX 78660-2126	WILLIAMS JEWEL I (552439) 18109 MAXA DR MANOR TX 78653-3680	LOPEZ ANDRESS & AMBER (1669586) 18113 MAXA DR MANOR TX 78653-3680
WALKER ROBERT SR (552441) 18117 MAXA DR MANOR TX 78653-3680	HOFFMAN DONNA L & KENNETH M HOFFMAN (1559812) 18201 MAXA DR MANOR TX 78653-3681	SCHROEDER SARAH LEANNE (1855710) 18205 MAXA DR MANOR TX 78653-3681
PETERSON CHOQUETTE M (1381171) 3002 ROCK ROSE PL ROUND ROCK TX 78665-3821	SALDANA EDUARDO (1722256) 18217 MAXA DR MANOR TX 78653-3681	MICHAEL DAVID A & ANNA (1514924) 228 E 116TH ST APT 24 NEW YORK NY 10029-1436
FUENTES ANGEL U (1403309) 18304 MAXA DR MANOR TX 78653-3682	APARICIO KEIDI MELISSA SANDOVAL (1827781) 18300 MAXA DR MANOR TX 78653-3682	WILLIS NICOLE M (1533710) 18220 MAXA DR MANOR TX 78653-3681
SPARKMAN RONALD L (1793781) 18216 MAXA DR MANOR TX 78653-3681	NGUYEN HOA V & OANH K (552413) 18212 MAXA DR MANOR TX 78653-3681	CHEN ZHONGYAN (1945591) 5528 Crystal Ct McKinney TX 75072-5187

YANEZ MARIO ALBERTO PERALTA &
ELENA S TOVAR (1584650)
18204 MAXA DR
MANOR TX 78653-3681

TUCKER ANDREW JAMES & KRISTA N
(1850290)
18200 MAXA DR
MANOR TX 78653-3681

REYES ROLANDO HERNANDEZ &
(1624152)
18116 MAXA DR
MANOR TX 78653-3680

JONES ROSALAND D (552419)
18108 MAXA DR
MANOR TX 78653-3680

GALVAN ALFRED & MELISSA (552420)
18104 MAXA DR
MANOR TX 78653-3680

JARAMILLO FRANCISCO E (552421)
18100 MAXA DR
MANOR TX 78653-3680

CHMIELEWSKI ALAN R & CYNTHIA
(552344)
13200 MIZZEN ST
MANOR TX 78653-3670

PENNICK DARIAN E & SHAWN S GRA
(552343)
13204 MIZZEN ST
MANOR TX 78653-3670

MADISON LINDSEY & NATHANIEL
CLARK JR (1714271)
13201 MARIE LN
MANOR TX 78653-3859

VILLAREAL RUTH PAJARILLO
REVOCABLE TRUST (1383182)
838 PINE AVE UNIT 315
LONG BEACH CA 90813-5828

ALDRIDGE ROXANNE & WILLIAM
(1903122)
5820 Harper Park Dr Unit 37
Austin TX 78735-8586

RODRIGUEZ MARTIN (1770678)
13204 MARIE LN
MANOR TX 78653-3859

TEEL JAMES R (1307741)
13201 CONSTELLATION DR
MANOR TX 78653-3863

HOUSTON JOAN (1837110)
13208 CONSTELLATION DR
MANOR TX 78653-3863

ALDRIDGE BYRON BARRETT (1920501)
13205 Constellation Dr
Manor TX 78653-3863

LAGMANSON MARKUS (1907709)
101 Valley View Dr E
Leander TX 78641-9291

SARVER JONATHAN (1922431)
231 Baldovino Skwy
Lakeway TX 78738-6218

ORTIZ FELIX & AGELICA VASQUEZ ALBA
(1376449)
13208 MIZZEN ST
MANOR TX 78653-3670

ALVARADO FORTINO A (1617123)
18101 SKYSAIL DR
MANOR TX 78653-3671

MOORE JUSTIN & SARAH MOORE &
(1685090)
18105 SKYSAIL DR
MANOR TX 78653-3671

DEAN DELONDA M (552424)
18109 SKYSAIL DR
MANOR TX 78653-3673

JOHNSON GLINDA M (552425)
18113 SKYSAIL DR
MANOR TX 78653-3673

GUNDERSON KASEY MARIE & ADAM
CARL (1728540)
18117 SKYSAIL DR
MANOR TX 78653-3673

WRIGHT IRENE & SHERRILL (1490641)
PO BOX 2428
CEDAR PARK TX 78630-2428

LOHRSTORFER SKYE ELYSIA &
MATTHEW E. RUNNEBAUM (1905943)
18201 Skysail Dr
Manor TX 78653-3674

HATHORN MARY J (552429)
18205 SKYSAIL DR
MANOR TX 78653-3674

BELTRAN JESUS (1338817)
18209 SKYSAIL DR
MANOR TX 78653-3674

REYNA GENOVEVA (1386954)
18213 SKYSAIL DR
MANOR TX 78653-3674

TIMMERMAN COMMERCIAL
INVESTMENTS LP (1729480)
501 VALE ST
AUSTIN TX 78746-5732

MONROE OZIE SR FAMILY TRUST
(1436205)
PO BOX 254
MANOR TX 78653-0254

GCP XXXII LTD (1955354)
12750 MERIT DR STE 1175
DALLAS TX 75251-1235

BUTLER FAMILY PARTNERSHIP LTD
(214042)
PO BOX 9190
AUSTIN TX 78766-9190

13100 FM 973 INC (1922637)
10095 US Highway 290 E
Manor TX 78653-0539

AMERCO REAL ESTATE COMPANY
(1562110)
2727 N CENTRAL CV
PHOENIX AZ 85004

GRASSDALE AT MANOR LLC (1832172)
16051 ADDISON RD STE 201
ADDISON TX 75001-5372

PLATA HOLDINGS LLC (1913200)
1104 S Main St
Georgetown TX 78626-6748

SHOPS AT GRASSDALE LLC (1832235)
16051 ADDISON RD STE 201
ADDISON TX 75001-5372

SHOPS AT GRASSDALE LLC (1832235)
16051 ADDISON RD STE 201
ADDISON TX 75001-5372

MANOR PLAZA LLC (1727653)
1150 CR 126
GEORGETOWN TX 78626-2454

CUBE HHF LP (1596998)
5 OLD LANCASTER RD
MALVERN PA 19355-2132

PLATA HOLDINGS LLC (1913200)
1104 S Main St
Georgetown TX 78626-6748

SHFC MANOR LAND LLC (1785220)
8310 N CAP OF TX HWY STE 490
AUSTIN TX 78731

GREENVIEW DEVELOPMENT 973 L P
(1305047)
501 VALE ST
AUSTIN TX 78746-5732

GREENVIEW DEVELOPMENT 973 L P
(1305047)
501 VALE ST
AUSTIN TX 78746-5732

GREENVIEW DEVELOPMENT 973 L P
(1305047)
501 VALE ST
AUSTIN TX 78746-5732



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, Texas.

Applicant: Quiddity Engineering

Owner: Ashton Grey

BACKGROUND/SUMMARY:

The revised PUD for the New Haven Subdivision was approved on April 3, 2024. With the revised PUD, the developer also revised the Concept Plan and Preliminary Plats. The Concept Plan was originally approved on June 21, 2023, and the Preliminary Plat was approved on January 10, 2024.

The revised Concept Plan is consistent with the revised PUD for the increased park acreages and reduced number of lots. The Concept Plan has 261 residential lots, 1 commercial lot, and 1 storage tank lot which is being dedicated to the city for water storage tanks. The Plan has 20.3 acres of parks and open space.

The P&Z Commission voted 6-0 to approve since it is consistent with the subdivision code and is a non-discretionary item.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Revised concept plan
- Original concept plan
- Comparison
- Aerial location
- Conformance Letter
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

DEVELOPER/LAND OWNER:
GREGG LANE DEV., LLC
101 PARKLANE BLVD., STE. 102
SUGAR LAND, TX 77478

ENGINEER/SURVEYOR/PLANNER:



3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

ZONING: SFR

FUTURE LAND USE: NEIGHBORHOOD RESIDENTIAL/RURAL

SUBMITTAL DATE: DECEMBER 14, 2021

REVISED DATE: APRIL 2023

REVISED DATE: APRIL 2024

PARKLAND NOTE: PARKLAND REQUIREMENTS WILL BE SATISFIED WITH FEE-IN-LIEU

NEWHAVEN CONCEPT PLAN

CITY OF MANOR, TX APRIL 2024

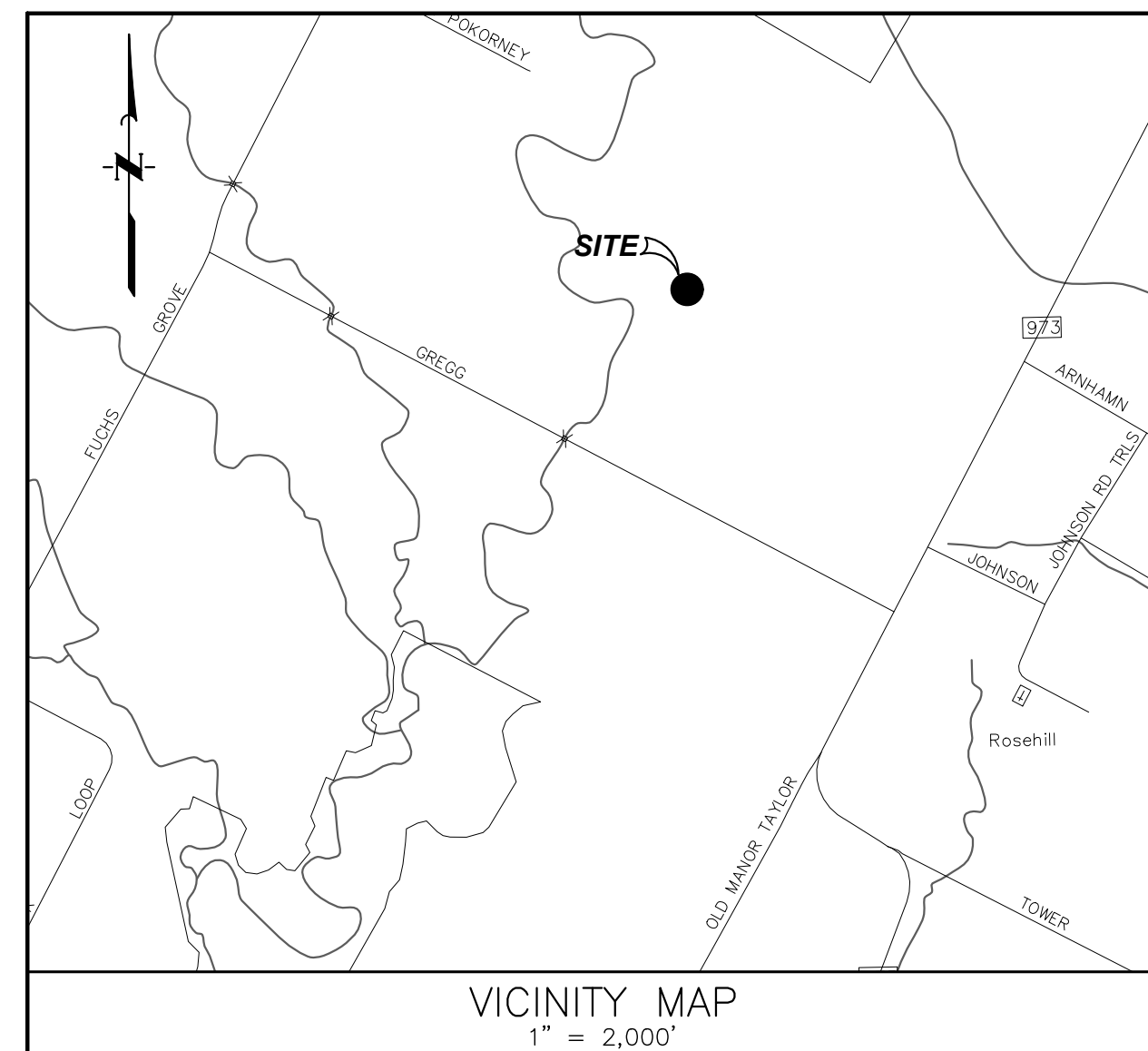
INDEX OF DRAWINGS

SHEET #	TITLE
1.	COVER SHEET & INDEX
2.	CONCEPT PLAN

CONSTRUCTION OF NEW HAVEN TRACT WILL BE COMPLETED IN FOUR PHASES AND IS PROPOSED TO BEGIN IN Q3 OF 2023.
PHASE 1: Q2 OF 2024
PHASE 2: Q3 OF 2025
PHASE 3: Q3 OF 2026
PHASE 4: Q3 OF 2027

THE NEW HAVEN DEVELOPMENT IS ESTIMATED TO GENERATE 6,564 NEW DAILY TRIPS WITH 325 OF THOSE NEW TRIPS OCCURRING DURING THE AM PEAK HOUR, AND 400 NEW TRIPS OCCURRING IN THE PM PEAK HOUR.

NEWHAVEN		
LOT	ACRE	LUE'S
SINGLE FAMILY RESIDENTIAL (262 LOTS)	43.00	262.00
NATURE PRESERVE	12.57	
OPEN SPACE	10.17	
COMMERCIAL	2.63	50.00
UTILITY	2.36	
TRAILS	2.81	
STREET ROW	16.80	
TOTAL	90.34	312



CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT 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 ON THIS THE _____ OF _____, 20____ A.D.

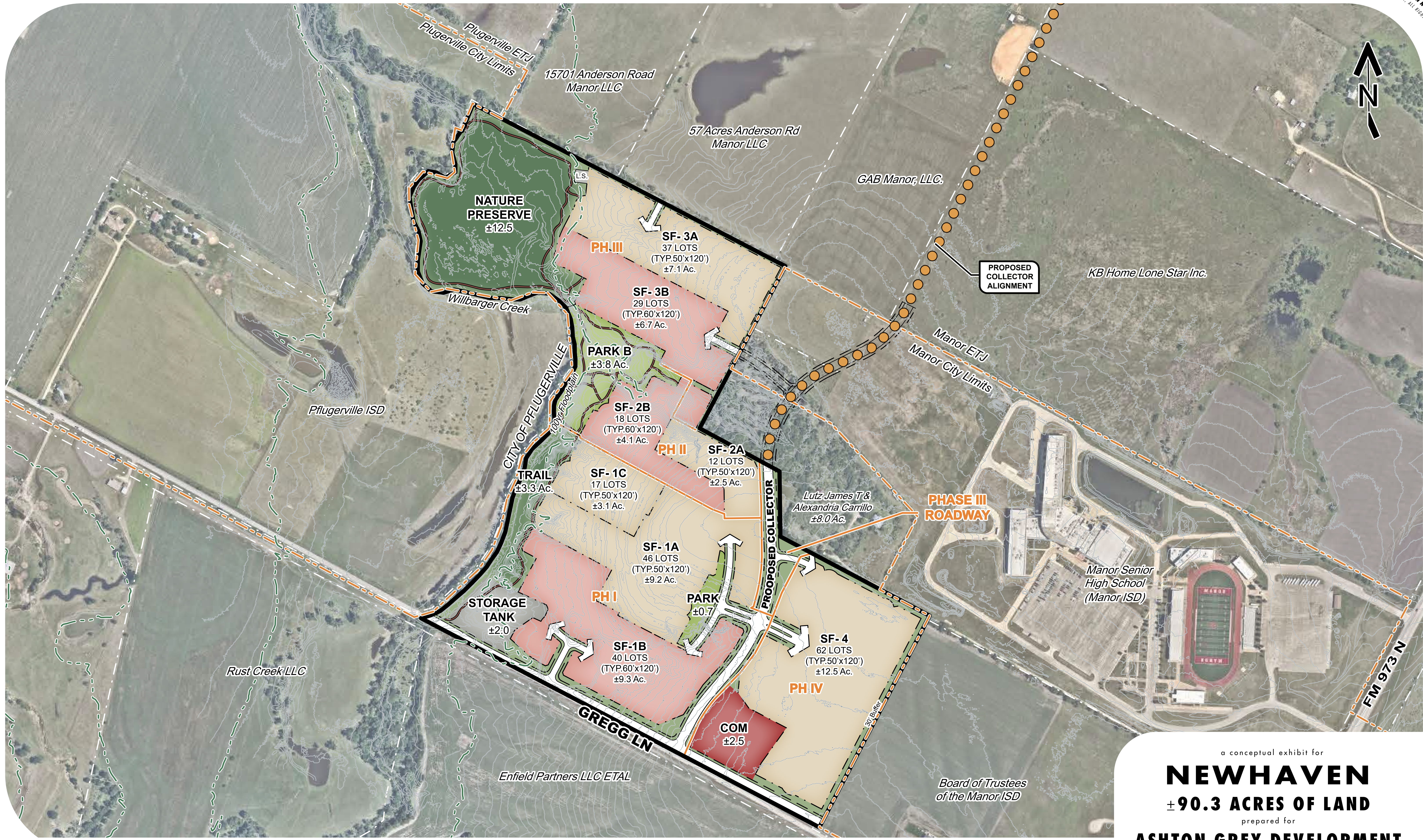
APPROVED: _____ ATTEST: _____
FELIX PAIZ, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE _____ OF _____, 20____ A.D.

BY: _____ ATTEST: _____
DR. CHRISTOPHER HARVEY LLUVIA T. ALMARAZ,
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

K:\16759\16759-0007-02 Newhaven Subdivision\2 Design Phase\CAD\Concept Plan\New Haven Concept Plan.dwg





a conceptual exhibit for
NEWHAVEN
 ± 90.3 ACRES OF LAND
 prepared for
ASHTON GREY DEVELOPMENT

META
 PLANNING + DESIGN
 24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 SCALE 0 100 200 400
 MTA-78007
 APRIL 08, 2024

PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50'x120'	63 LOTS	12 LOTS	37 LOTS	62 LOTS	174 LOTS
60'x120'	40 LOTS	18 LOTS	29 LOTS	62 LOTS	87 LOTS
SUB TOTAL	103 LOTS	30 LOTS	66 LOTS	62 LOTS	261 LOTS

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Austin, Texas 78741-7425
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

ZONING: SFR

FUTURE LAND USE: NEIGHBORHOOD RESIDENTIAL/RURAL

SUBMITTAL DATE: DECEMBER 14, 2021

REVISED DATE: APRIL 2023

PARKLAND NOTE: PARKLAND REQUIREMENTS WILL BE SATISFIED WITH FEE-IN-LIEU

NEWHAVEN CONCEPT PLAN

CITY OF MANOR, TX NOVEMBER 2022

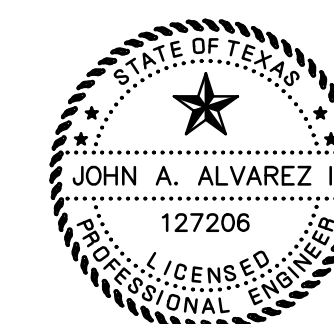
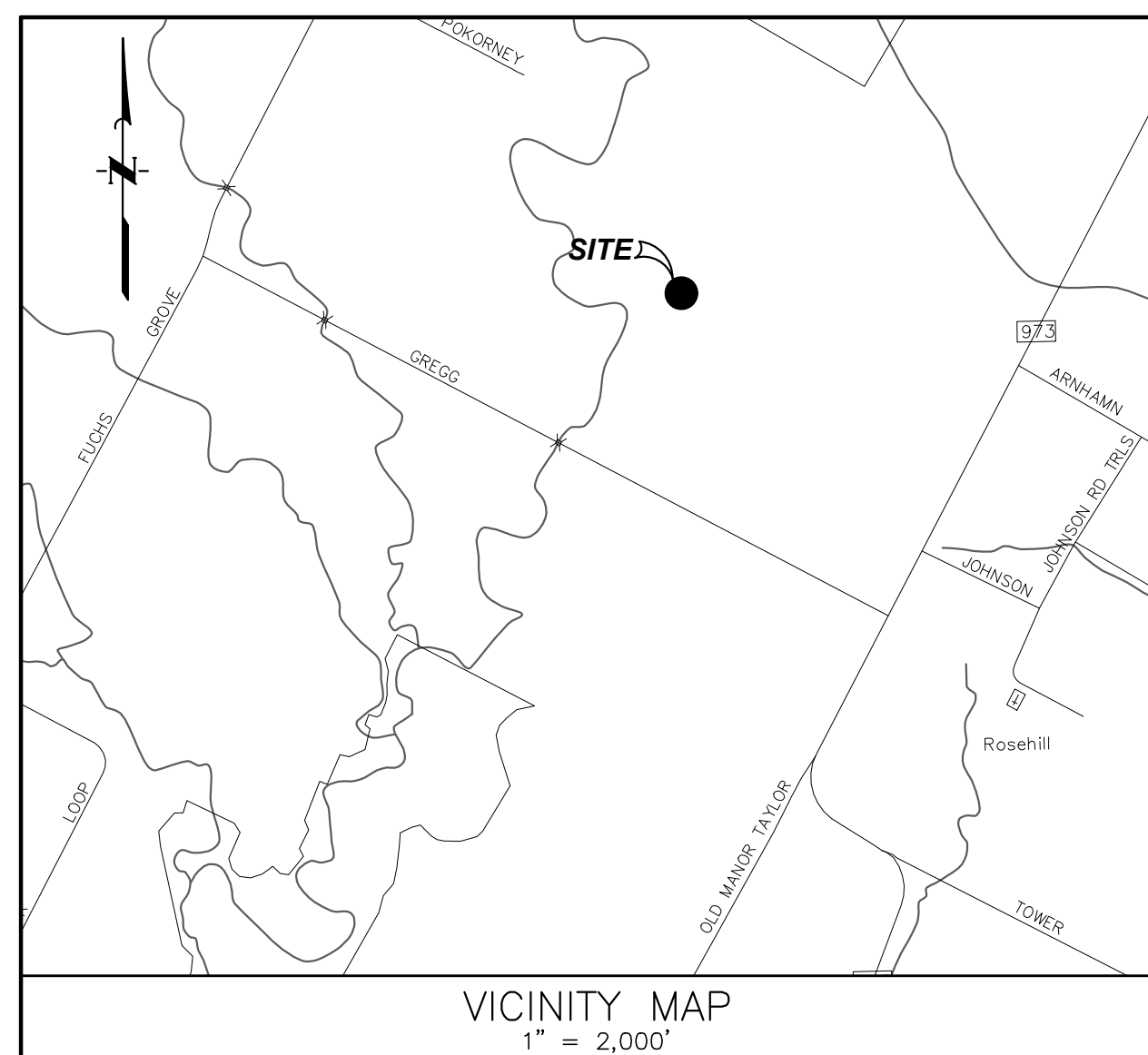
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NEWHAVEN		
LOT	ACRE	LUE'S
SINGLE FAMILY RESIDENTIAL (271 LOTS)	59.40	271.00
NATURE PRESERVE	12.50	
OPEN SPACE	7.10	
COMMERCIAL	2.50	50.00
UTILITY	2.00	
TRAILS	2.00	
COLLECTOR	4.80	
TOTAL	90.30	321



4/28/2023

CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT 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 ON THIS THE _____ OF _____ 20__ A.D.

APPROVED: _____ ATTEST:
JULIE LEONARD, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE _____ OF _____ 20__ A.D.

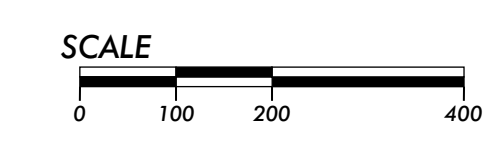
BY: _____ ATTEST:
DR. CHRISTOPHER HARVEY LLUVIA T. ALMARAZ,
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY



a concept plan for
NEWHAVEN
 ± 90.3 ACRES OF LAND
 prepared for
ASHTON GREY DEVELOPMENT



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422

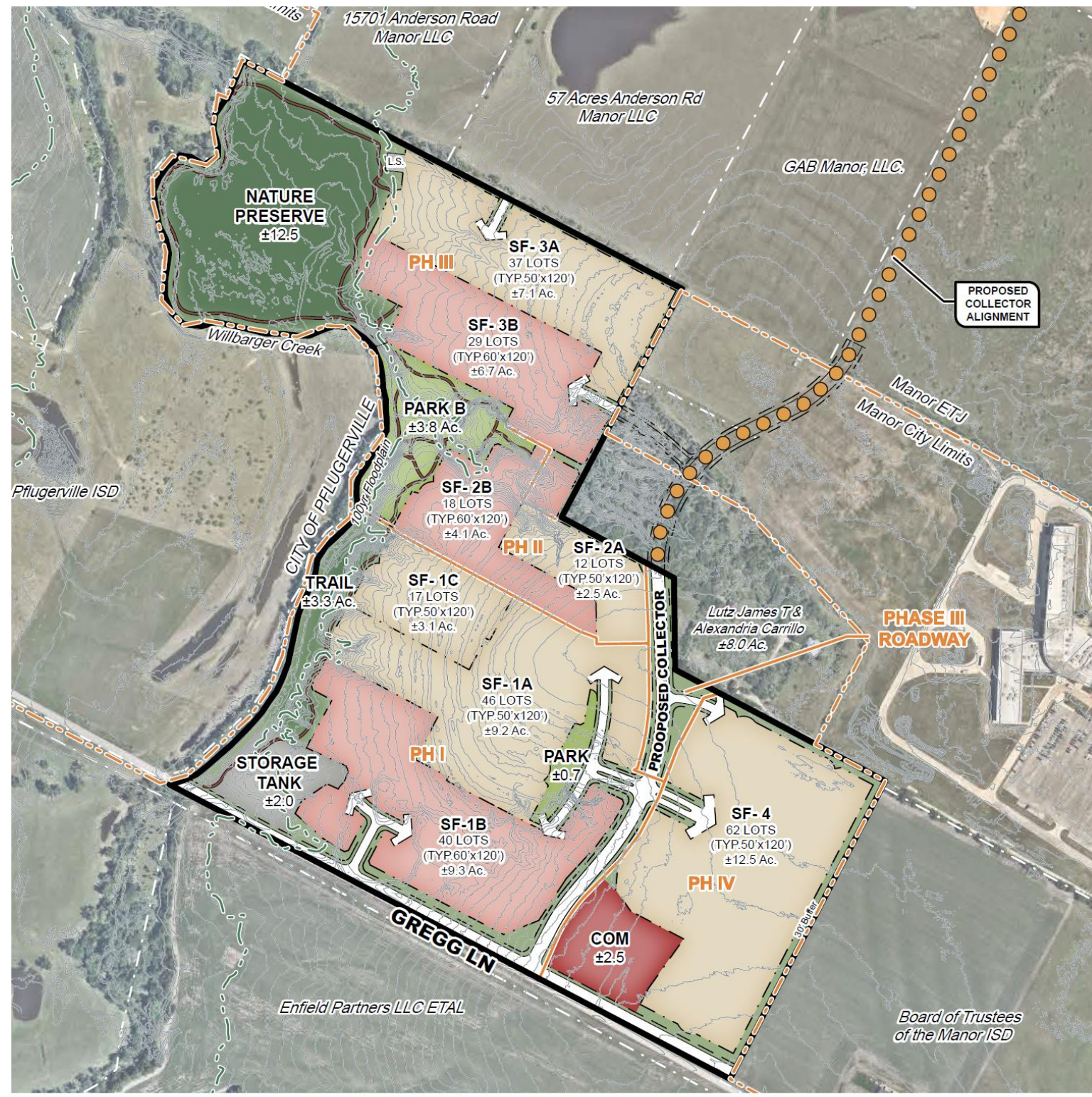


MTA-78007
 APRIL 25, 2023

PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50' x 120'	45 LOTS	43 LOTS	39 LOTS	63 LOTS	190 LOTS
60' x 120'	40 LOTS	12 LOTS	29 LOTS		81 LOTS
SUB TOTAL	85 LOTS	55 LOTS	68 LOTS	63 LOTS	271 LOTS

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REVISED CONCEPT PLAN



PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50'x120'	63 LOTS	12 LOTS	37 LOTS	62 LOTS	174 LOTS
60'x120'	40 LOTS	18 LOTS	29 LOTS	62 LOTS	87 LOTS
SUB TOTAL	103 LOTS	30 LOTS	66 LOTS	62 LOTS	261 LOTS

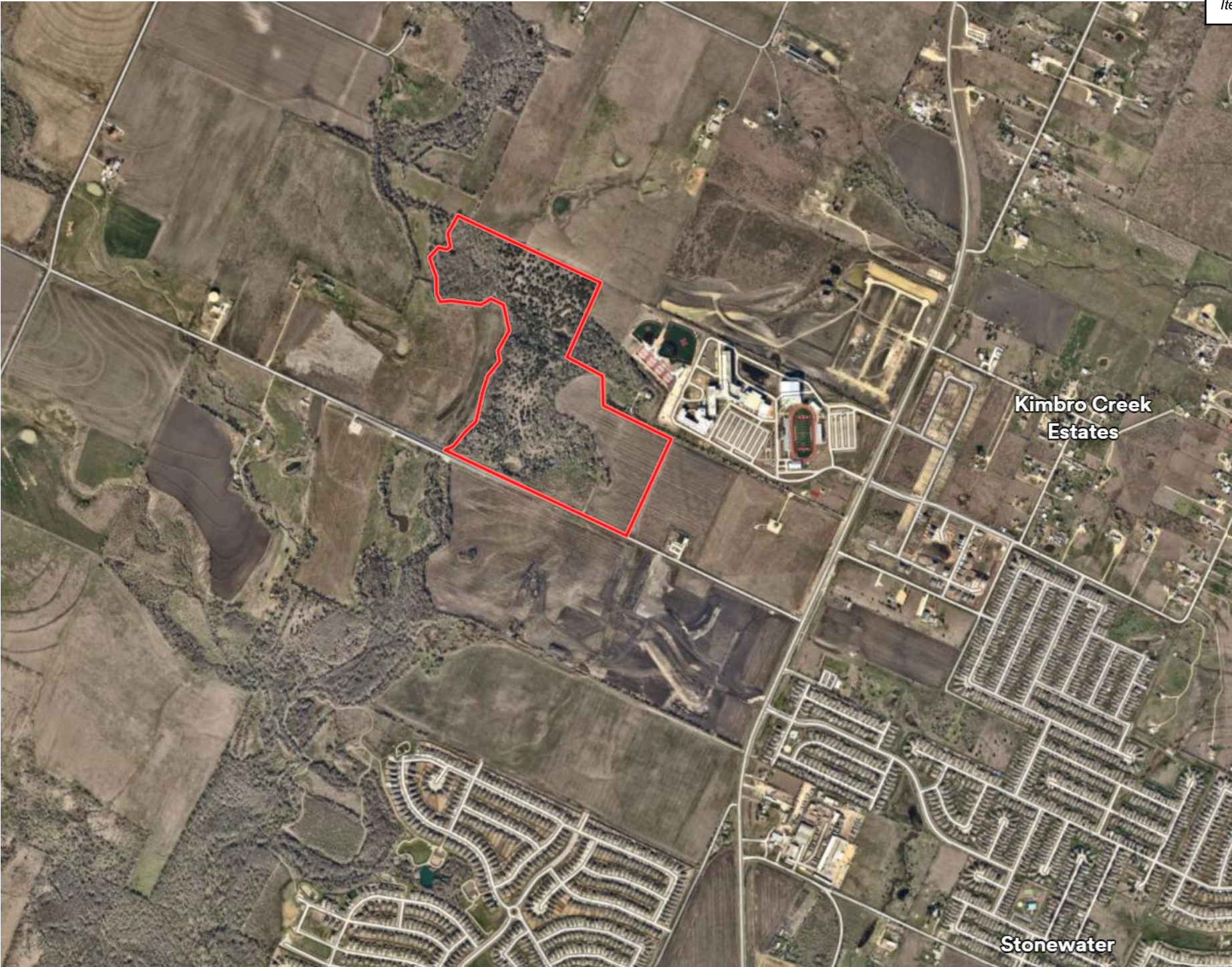
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ORIGINAL / APPROVED CONCEPT PLAN



PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50'x120'	45 LOTS	43 LOTS	39 LOTS	63 LOTS	190 LOTS
60'x120'	40 LOTS	12 LOTS	29 LOTS	63 LOTS	81 LOTS
SUB TOTAL	85 LOTS	55 LOTS	68 LOTS	63 LOTS	271 LOTS

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1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Wednesday, April 10, 2024

Brad Carabajal
Quiddity Engineering
3100 Alvin Devane Blvd
Austin 78741
bcarabajal@quiddity.com

Permit Number 2024-P-1632-CP
Job Address: 11108 Gregg Ln, Manor 78653

Dear Brad Carabajal,

We have conducted a review of the concept plan for the above-referenced project, submitted by Brad Carabajal and received by our office on April 09, 2024, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.
Lead AES
GBA



4/24/24

City of Manor Development Services

Notification for a Subdivision Concept Plan

Project Name: New Haven Concept Plan Update
 Case Number: 2024-P-1632-CP
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Revised Subdivision Concept Plan for New Haven and being located near the intersection of Gregg Lane and FM 973, Manor, TX. Subdivision Concept Plans that meet the city's requirements are required to be approved by the Planning and Zoning Commission. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

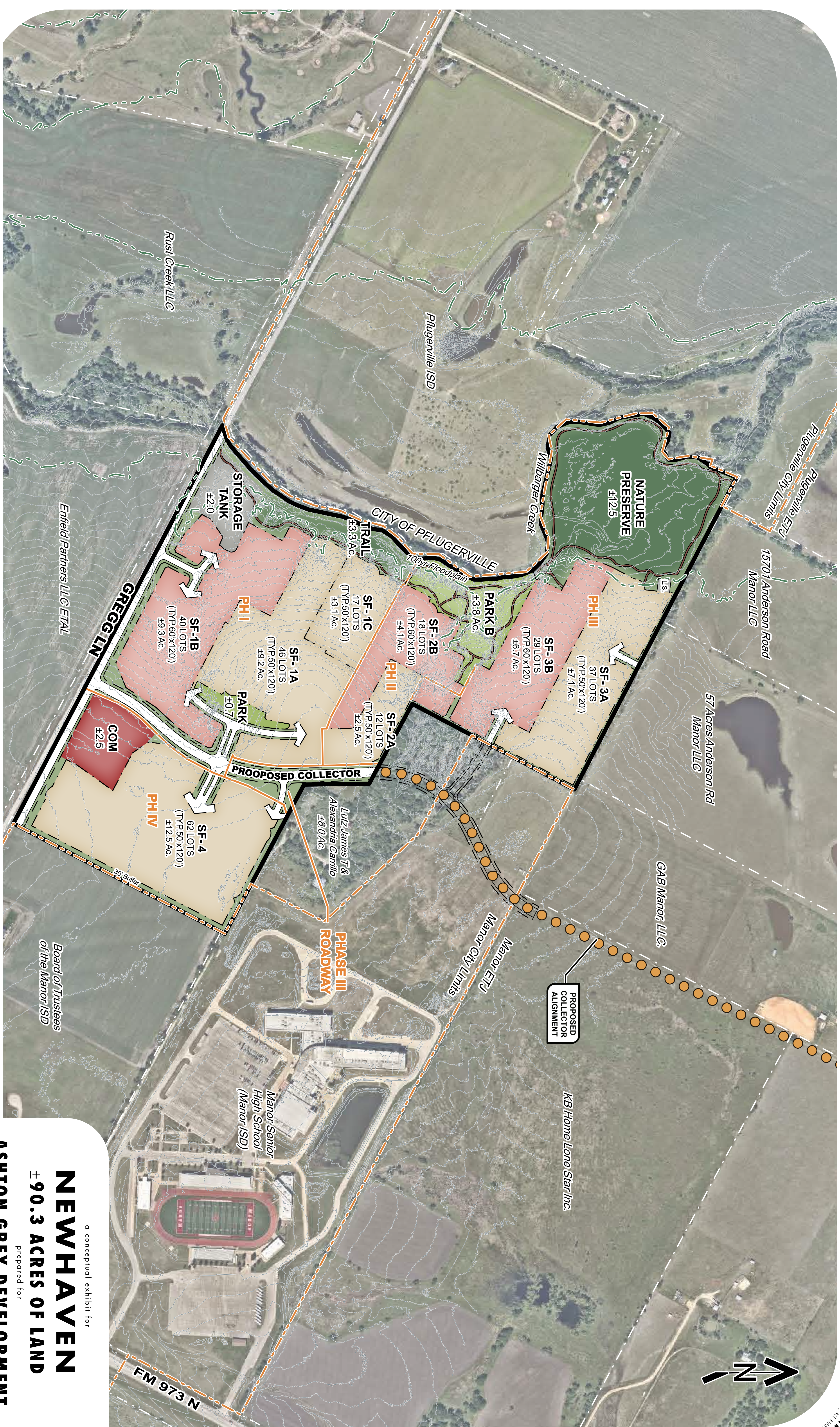
Applicant: Quiddity Engineering
Owner: Ashton Grey

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Subdivision Concept Plan has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

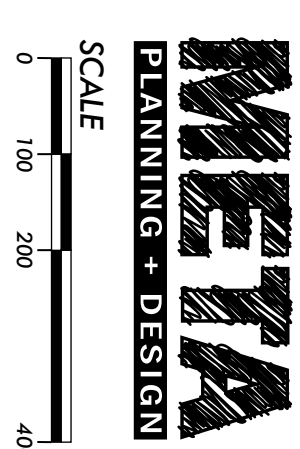
*105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG*



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 prepared for
ASHTON GREY DEVELOPMENT



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 MTA-78007
 APRIL 08, 2024

SCALE
 0 100 200 400

RUST CREEK LLC
9606 OLD MANOR RD #1
AUSTIN, TEXAS 78724-1114

15701 ANDERSON ROAD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

PFLUGERVILLE ISD
PO BOX 589
PFLUGERVILLE, TEXAS 78691-0589

AQUA WATER SUPPLY CORP
PO BOX P
BASTROP, TEXAS 78602-1989

FORTUNE LAND INVESTMENTS LLC
223 DAKOTA DR
CEDAR PARK, TEXAS 78613-7826

LUTZ JAMES T & ALEXANDRA CARRILLO
14812 N F M RD 973
MANOR, TEXAS 78653

BOARD OF TRUSTEES OF THE MANOR
533 HIWASEE ROAD
WAXAHACHIE, TEXAS 75165-6448

57 ACRES ANDERSON RD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

MONARCH RANCH AT MANOR LLC
310 ENTERPRISE DR
OXFORD, MISSISSIPPI 38655-2762

GAB MANOR LLC
4517 THREE ARROWS CT
CEDAR PARK, TEXAS 78613-4838

MANOR INDEPENDENT SCHOOL
DISTRICT
PO BOX 359
MANOR, TEXAS 78653-0359



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
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 May 1, 2024, Regular Meeting.

BACKGROUND/SUMMARY:

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

- May 1, 2024, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the City Council Meeting minutes as presented.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
MAY 1, 2024**

This meeting was live-streamed on Manor's YouTube Channel
<https://www.youtube.com/@cityofmanorsocial/streams>

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1
Anne Weir, Place 2
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Director
Belen Peña, Finance Director
Yalondra V. Santana, Heritage & Tourism Manager
Paige Saenz, City Attorney
Chasem Creed, IT Technician

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 Harvey at 7:07 p.m. on Wednesday, May 1, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Dr. Adolphus Anderson with Park Springs Baptist Church gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

EVENTS/ANNOUNCEMENTS

A. ManorPalooza, May 3- 4, 2024, at 15317 US Hwy 290 E.

Yalondra V. Santana Heritage & Tourism Manager invited the community to attend the ManorPalooza Event. The event flyer is attached with details.

PROCLAMATION

A. Declaring the week of May 12 - 18, 2024, as “Police Week”

Mayor Harvey read and presented the Police Week Proclamation to the Manor Police Department.

B. Declaring the week of May 19 - 25, 2024, as “Public Works Week”

Mayor Harvey read and presented the Public Works Week Proclamation to the Public Works Department.

C. Declaring the week of May 5 - 11, 2024, as “Municipal Clerks Week”

Mayor Harvey read and presented the Municipal Clerks Week Proclamation to City Secretary Lluvia T. Almaraz.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and opposition to Agenda Items No. 6,7,12, and 13.

Lily Borup with CK Family Services, 611 W. Highway 6, Suite 109, Waco, Texas, submitted a speaker card and spoke in support of Foster Care Awareness Month.

Tracey Vasquez, HR Director, introduced the new Finance Director, Belen Peña.

Cristal Almaguer, 12760 Saint Mary Drive, Manor, Texas, submitted a speaker card and spoke in support of police funding for the Manor Police Department.

No one else appeared at this time.

PUBLIC HEARINGS

1. Conduct a Public Hearing on the levying of assessments in Improvement Area #4 of the Manor Heights Public Improvement District.

The city staff recommended that the City Council postpone the Public Hearing to the May 15, 2024, Regular Council Meeting.

Development Services Director Dunlop stated that the Public Hearing needed to be postponed due to incomplete documents. He also mentioned that Agenda Item No. 6 needed to be postponed for the same reason.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to postpone the public hearing until May 15, 2024, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 7-0

2. Conduct a Public Hearing on the issuance of Improvement Area #4 Bonds for the Manor Heights Public Improvement District.

The city staff recommended that the City Council postpone the Public Hearing to the May 15, 2024, Regular Council Meeting.

Development Services Director Dunlop stated that the Public Hearing needed to be postponed due to incomplete documents. He also mentioned that Agenda Item No. 7 needed to be postponed for the same reason.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to postpone the public hearing until May 15, 2024, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 7-0

CONSENT AGENDA

3. Consideration, discussion, and possible action to approve the City Council Minutes.

- April 16, 2024, City Council Workshop; and
- April 16, 2024, City Council Regular Meeting

4. Consideration, discussion, and possible action on a Water Utility Easement for Lot 8, Block A, Manor Crossing Subdivision.

5. Consideration, discussion, and possible action on a Sidewalk Easement for Lot 8, Block A, Manor Crossing Subdivision.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace to accept and approve the Consent Agenda.

There was no further discussion.

Motion to approve carried 7-0

At the direction of Mayor Harvey, Agenda Item No. 12 was conducted next.

REGULAR AGENDA

12. Consideration, discussion, and possible action on a Service Agreement with Hunden Partners to provide a feasibility study and services described in the proposal submitted in response to the City’s RFP for a Mixed-Use Sports/Entertainment Development Feasibility Study for the 236-acre East Manor Development No. 1 property.

The city staff recommended that the City Council authorize the City Manager to negotiate and execute a Service Agreement with Hunden Partners to provide a feasibility study and services described in the proposal submitted in response to the City’s RFP for a Mixed-Use Sports/Entertainment Development Feasibility Study for the 236-acre East Manor Development No. 1 property in an amount not to exceed \$298,800.

Economic Development Director Jones discussed the proposed service agreement with Hudnen Partners.

Matthew Avila, Project Manager with Hunden Partners, introduced himself and the Hunden Partners Team. The attached PowerPoint presentation was presented.

The topic of discussion:

- Team Key Personnel
- Roles & Areas of Expertise
- Hunden Partners Select Texas Experience
- Process Overview: Project Understanding
- Proposed Approach
- Milestone & Touchpoints
- Why Hunden Partners

A discussion was held regarding the clarification of partners involved with the project.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to authorize the City Manager to negotiate and execute a Service Agreement with Hunden Partners to provide a feasibility study and services described in the proposal submitted in response to the City's RFP for a Mixed-Use Sports/Entertainment Development Feasibility Study for the 236-acre East Manor Development No. 1 property in an amount not to exceed \$298,800.

There was no further discussion.

Motion to approve carried 7-0

- 6. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #4 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #4 of the District; Approving an Assessment Roll for Improvement Area #4 of the District; Levying Assessments against Property within Improvement Area #4 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #4 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.**
- 7. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; and Providing an Effective Date.**

Agenda Items No. 6 and No. 7 were not discussed and will be presented at the May 15, 2024, Regular Council meeting along with Public Hearing No. 1 and Public Hearing No. 2.

- 8. Consideration, discussion, and possible action on the confirmation, ratification, and approval of a deposit agreement with Las Entradas Development Corporation related to the Las Entradas Public Improvement District (PID).**

The city staff recommended that the City Council confirm, ratify and approve the deposit agreement with Las Entradas Development Corporation.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to confirm, ratify and approve the deposit agreement with Las Entradas Development Corporation.

There was no further discussion.

Motion to approve carried 7-0

9. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas, commencing the annexation of a road right-of-way 1.222 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, setting a schedule for annexation, and providing for open meetings and other related matters.

The city staff recommended that the City Council approve Resolution No. 2024-14 of the City of Manor, Texas, commencing the annexation of a road right-of-way 1.222 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, setting a schedule for annexation, and providing for open meetings and other related matters.

Development Services Director Dunlop discussed the proposed resolution.

Resolution No. 2024-14: A Resolution of the City of Manor, Texas, Commencing the Annexation of a Road Right-Of-Way 1.222 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; Setting a Schedule for Annexation; and Providing for Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2024-14 of the City of Manor, Texas, commencing the annexation of a road right-of-way 1.222 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, setting a schedule for annexation, and providing for open meetings and other related matters.

There was no further discussion.

Motion to approve carried 7-0

At the direction of Mayor Harvey, Agenda Item No. 13 was conducted next.

13. Consideration, discussion, and possible action on the allocation of City Funds for ManorPalooza Expenses.

The city staff recommended that the City Council direct the City Manager to report back in June on the final event expenditures that qualify for Hotel Occupancy Tax funds to be disturbed.

A discussion was held regarding the reason why the city was asking for funding for ManorPalooza.

A discussion was held regarding previous sponsorships received for Manor Palooza.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:35 p.m. on Wednesday, May 1, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Item No. 13 at 8:35 p.m. on Wednesday, May 1, 2024.*

The Executive Session was adjourned at 8:47 p.m. on Wednesday, May 1, 2024.

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 the Closed Executive Session at 8:47 p.m. on Wednesday, May 1, 2024.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to direct the City Manager to report back in June on the final event expenditures that qualify for Hotel Occupancy Tax funds to be disturbed.

There was no further discussion.

Motion to approve carried 7-0

City Secretary Almaraz requested that the City Council reconsider Agenda Item No. 3 from the Consent Agenda. She stated that the agenda had April 16th dates, and the minutes should have been for the April 17th meetings.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to reconsider Item No. 3 of the Consent Agenda.

There was no further discussion.

Motion to reconsider carried 7-0

3. Consideration, discussion, and possible action to approve the City Council Minutes.

- April 17, 2024, City Council Workshop; and
- April 17, 2024, City Council Regular Meeting

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to accept and approve the consent agenda for Item No. 3 with the revised dates.

There was no further discussion.

Motion to approve carried 7-0

10. Consideration, discussion, and possible action on selecting an appraiser for the Mustang Valley Public Improvement District (PID) Improvement Area No. 1.

The city staff recommended that the City Council approve the selection of AEGIS Group, Inc. as the appraiser for the Mustang Valley PID Improvement Area no. 1; and authorize the City Manager to enter and execute the engagement letter for appraisal services with AEGIS Group, Inc.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the selection of AEGIS Group, Inc. as the appraiser for the Mustang Valley PID Improvement Area no. 1; and authorize the City Manager to enter and execute the engagement letter for appraisal services with AEGIS Group, Inc.

There was no further discussion.

Motion to approve carried 7-0

11. Consideration, discussion, and possible action on an Ordinance amending Chapter 13, Utilities, Article 13.08, Water Conservation, Ordinance 360, of the Code of Ordinances of the City of Manor, Texas; Adopting the Updated Water Conservation Plan and Drought Contingency Plan; Providing Updated Requirements and Schedules Required by State Law; Amending, Restating and Replacing Measures with the Updated Plan Provisions.

The city staff recommended that the City Council approve Ordinance No. 741 amending Chapter 13, Utilities, Article 13.08, Water Conservation, Ordinance 360, of the Code of Ordinances of the City of Manor, Texas; Adopting the Updated Water Conservation Plan and Drought Contingency Plan; Providing Updated Requirements and Schedules Required by State Law; Amending, Restating and Replacing Measures with the Updated Plan Provisions.

Ordinance No. 741: An Ordinance of The City of Manor, Texas Amending Chapter 13, Utilities, Article 13.08, Water Conservation, Ordinance 360, of the Code of Ordinances of The City of Manor, Texas; Adopting the Updated Water Conservation Plan and Drought Contingency Plan; Providing Updated Requirements and Schedules Required by State Law; Amending, Restating and Replacing Measures With the Updated Plan Provisions; Providing a Severability Clause, Providing Savings, Effective Date and Open Meetings Clauses, and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Ordinance No. 741 amending Chapter 13, Utilities, Article 13.08, Water Conservation, Ordinance 360, of the Code of Ordinances of the City of Manor, Texas; Adopting the Updated Water Conservation Plan and Drought Contingency Plan; Providing Updated Requirements and Schedules Required by State Law; Amending, Restating and Replacing Measures with the Updated Plan Provisions.

There was no further discussion.

Motion to approve carried 7-0

14. Consideration, discussion, and possible action on amending Ordinance No. 724 establishing compensation for the Mayor and City Council and a structured policy and procedure process.

The city staff recommended that the City Council discuss and provide direction to city staff regarding amending Ordinance No. 724, establishing compensation for the Mayor and City Council, and a structured policy and procedures process.

City Attorney Saenz discussed the proposed amendment to Ordinance No. 724.

A discussion was held regarding Section 4 and Section 5 of the proposed ordinance.

A discussion was held regarding the criteria for Tier 3 and Tier 4.

The City Council provided direction to staff regarding the proposed ordinance. A final ordinance will be presented to the City Council for consideration at the May 15, 2024, Regular Council meeting.

There was no action taken.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 9:56 p.m. on Wednesday, May 1, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD; and Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legislation related to ETJ Releases at 9:56 p.m. on Wednesday, May 1, 2024.*

The Executive Session was adjourned at 11:01 p.m. on Wednesday, May 1, 2024.

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 the Closed Executive Session at 11:01 p.m. on Wednesday, May 1, 2024.

There was no further discussion.

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 11:01 p.m. on Wednesday, May 1, 2024.

The Manor City Council approved these minutes on May 15, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

4TH ANNUAL MANORPALOOZA

East Manor Development No. 1,
15317 US HWY 290 East | Manor TX

MAY 3RD
5PM-10PM

MAY 4TH
11AM-11PM



Games | Food Trucks | Vendors | Live Music | Carnival Rides | Family-Friendly Fun
Sausage Eating Contest | Firework Show and more!

ENTERTAINMENT LINEUP

MAY 3RD

Elvis Presley show by David Allen
Taylor Swift show by Julia Hill

6:30 PM
8:45 PM

MAY 4TH

Gordon Collier Band
Magic Show by Magician Adam Stone
Cheap Sunglasses
Sausage Eating Contest
Selena show by Amanda Solis
Fireworks Show

11:15 AM
1:00 PM
2:30 PM
5:00 PM
7:30 PM
9:30 PM



SPONSORED BY:



THE GRAND LADY



Mixed-Use District Highest & Best Use

market demand, financial feasibility & economic impact study

for: City of Manor



TBG



Team Key Personnel



Robin Hunden
Executive Project
Director



Mike Thiessen
Project Executive



Matthew Avila
Project Manager



Manjeet Ranu
Planning Principal



David Greusel
Lead Architect



TBG
Robert Parsons
Senior Associate

Roles & Areas of Expertise



- Project and team management
- Market research, financial and impact modeling
- Competitive advantage/peer profiles
- Product recommendations



- Site assessments for opportunities and constraints
- Engineering considerations
- Top concepts venues and district synergy considerations



- Concept designs, layouts, and cost estimates
- Overall site plan and key venues
- Top concepts venues and district synergy considerations



TBG

- Current experience in the market - Manor downtown plan
- Design and layout considerations for walkability, landscape, and synergy
- Top concepts venues and district synergy considerations

Hunden Partners **Select Texas Experience**

Abilene Hotel
Amarillo Arena
Amarillo Boutique Hotels
Amarillo Conference Center Hotel
Austin Expo Center, Arena & Park Redevelopment
Baytown Arena & Mixed-Use District
Belton Conference Hotel
Bryan-College Station Convention Center & Hotels
Carrollton Hotel
Corpus Christi ABC Center Expansion & HQ Hotel
Dallas Convention Center Expansion
Dallas Convention Center Master Plan

Dallas MLB Stadium
Dallas Placemaking Action Plan
East Montgomery County Event Center
El Paso Coliseum & Amphitheater
Fort Worth Stockyards Redevelopment
Fort Worth Convention Center
Fort Worth Omni Hotel
Fort Worth Facilities Governance
Garland USL-Anchored Mixed-Use Development
Hays County Multi-Use Event Center & Hotel
Houston Event Center & Sports Facility
Kingsville Hotel & Event Facilities

Kyle Tourism / Downtown Multi-Use
League City Mixed-Use District
Lubbock MiLB Baseball Stadium & Mixed-Use
Lubbock Headquarter Hotel
Mansfield Hotel
Mansfield USL-Anchored Mixed-Use District
New Braunfels Arena/Convocation Center
Sherman Agriculture Arenas
South Padre Island Convention Center Expansion
Temple Destination Development Plan
Waco MiLB & Convention Center Mixed-Use District
Washington County Expo Center Future Use



Situational Context:

- City recently purchased 236-acre parcel located on US290 at the epicenter of the eastern growth corridor of Manor's expansion
- Project is imagined to be an **entertainment and lifestyle district** potentially anchored by uses including youth sports, an arena, concert and/or entertainment venues, destination retail and eater-tainment mixed-use assets, performing arts center, hotel/hospitality, and others
- City's proximity to Austin is a significant asset
- Potential to attract and retain residents through development of amenities and resources typically found in major metro suburbs
- Nearby manufacturing plants for Tesla and Samsung and Whole Foods distribution center have positioned Manor with opportunities to invest in quality-of-life enhancements

Our Proposed Approach



Overall timeline of approximately 12 weeks

Market Findings - approx. 8 weeks after the following have occurred: contract authorization, receipt of initial kickoff payment, and completion of in-person site visit

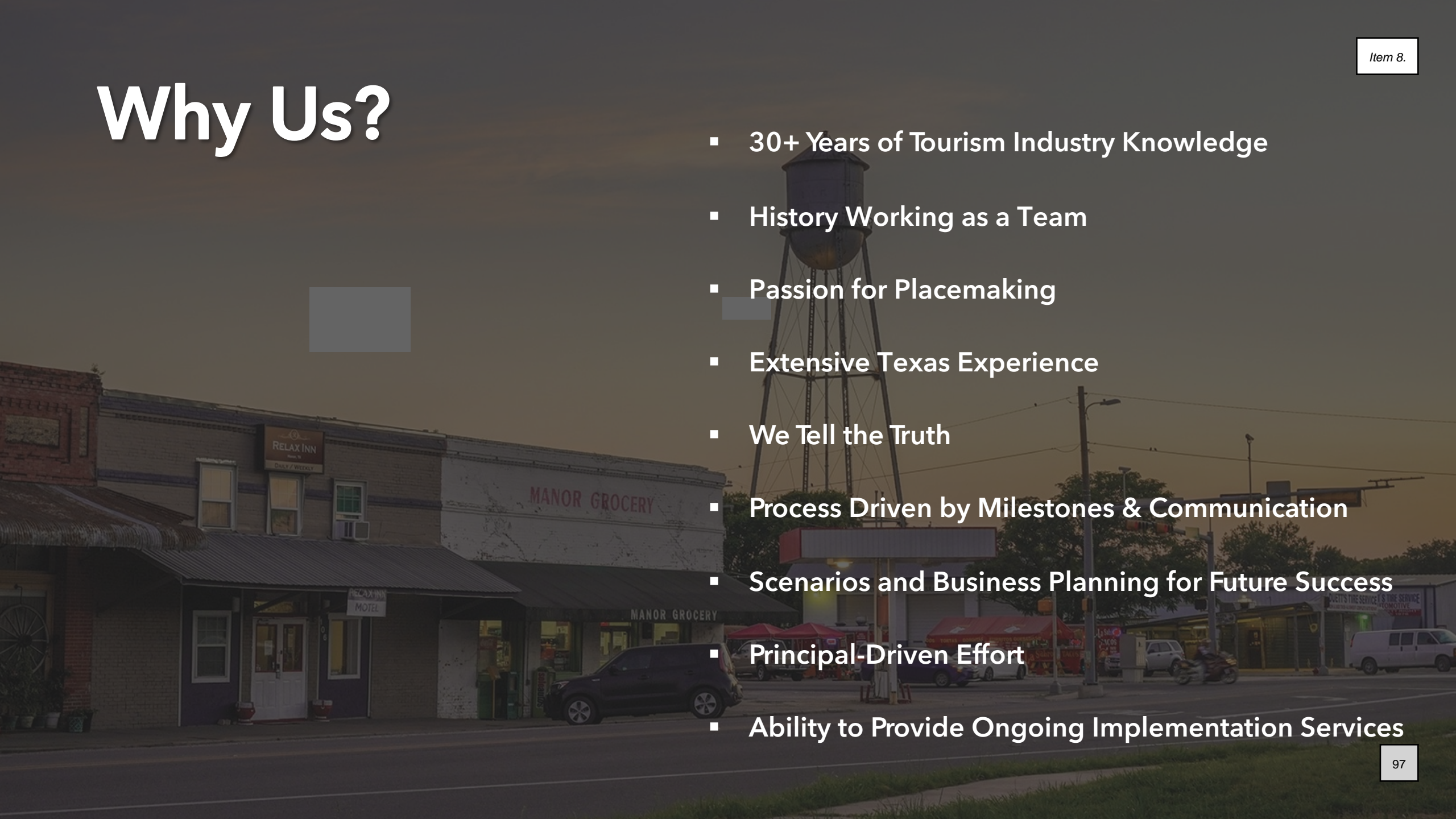
Draft Analysis - approx. 3 weeks after delivery of Market Findings

Final Analysis - approx. 1 - 2 weeks after receiving Client comments on the draft



Why Us?

- 30+ Years of Tourism Industry Knowledge
- History Working as a Team
- Passion for Placemaking
- Extensive Texas Experience
- We Tell the Truth
- Process Driven by Milestones & Communication
- Scenarios and Business Planning for Future Success
- Principal-Driven Effort
- Ability to Provide Ongoing Implementation Services





TBG



Thank You



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the April 2024 City Council Monthly Reports.

BACKGROUND/SUMMARY:

- Dr. Christopher Harvey - Mayor
- Emily Hill – Mayor Pro Tem
- Anne Weir – Council Member, Place 2
- Maria Amezcua – Council Member, Place 3
- Sonia Wallace – Council Member, Place 4
- Aaron Moreno – Council Member, Place 5
- Deja Hill – Council Member, Place 6

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

- April 2024 City Council Monthly Reports

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the April 2024 City Council Monthly Reports.

Manor City Council Monthly Report

Name: Dr. Christopher Harvey Place/Position Mayor

Start Date: April 1, 2024 End Date: April 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	3, 17	Regular scheduled city council meeting
City Council Workshop	17	Dalfen Annexation

Other Meetings

Type of Meeting	Date	Description
AKA Regional Convention	25, 26	Attendance at public business meeting. Serve as Judge at AKAPollo Event – talent show
2024 Riverbat Chancellor’s Reception	30	Guest at reception by president for high school student ACC graduation

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings – Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	Description
Economic Development	Yes	1, 5, 29	Meet with BiG Austin Bridge Economic Divide - Meeting/Interview with Austin Business Journal
Community Collaborative	Yes	25	Mayor’s Ball

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- * Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
Federal	2	Meeting w/Congressman Casar regarding winning the award amount of \$850,000
Regional	17	Lunch meeting with Mayor Watson regarding regional projects
County	24	State of the County address – attended to support County Judge

Community Meetings (minimum of 2)

Individual/ Group	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

TIER 4

Tier	Meeting Criteria and Compensation Guidelines
IV	TML Region – 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

Regional Meetings

Group Name	Date	Description
Austin Health Council	11	Meeting regarding tech and surgery with Netherlands delegation
Austin Health Council	18	Regular Council meeting for Members

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

Start Date: 4/1/2024 End Date: 4/30/2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council Meeting	4/3/2024	
Regular Council Meeting	4/17/2024	

Other Meetings

Type of Meeting	Date	Description
City Council Workshop	4/17/2024	Dalfen Annexation

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
State of the County Address	4/24/2024	Attended

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: Anna Wair Place/Position City Council P1.2

Start Date: APRIL 1, 2024 End Date: APRIL 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
III	*Request budget funding as necessary Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
IV	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular City Council Meeting	APRIL 3, 2024	AFFAIRS & ISSUES of the City of Manor
Regular City Council Meeting	APRIL 17, 2024	Affairs and Issues of the City of Manor

Other Meetings

Type of Meeting	Date	Description
City Council Workshop	APRIL 17, 2024	Dalton Annexation

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee	YES	APRIL 10, 2024	—	Confirming the introduction of Dr. Barrera & Dr. Cervini (ACC) to collaborate w/ the Project

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

Other

Type	Date	Description
SCHOOL HEALTH ADVISORY COUNCIL (SHAC)	APRIL 25, 2024	Presentation by Manor ISD Food & Nutrition Dept ; Tucker's LAW & Curriculum Recommendations
ST. MARY MAGDALENE EPISCOPAL CHURCH	APRIL 27, 2024	Manor 1st Annual Kite Festival

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

Join us for a soaring day of fun at the

MANOR KITE FESTIVAL



12800 Lexington St on
Saturday, April 20th,
from 9:00 am to 1:00
pm

Bring your creativity and compete for prizes with the most original kite. Bring your family for a day of high-flying excitement! Vendors are welcome to join us. Scan the registration QR code to participate.

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
TRAVIS County Commissioner Precinct 1	APRIL 24, 2024	State of the County Address (current affairs of our county)

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.



STATE OF THE COUNTY

APRIL 24, 2024 6:30-8:30 P.M.

700 LAVACA ST.

Schedule of Events

- 6:30 P.M. OPENING CEREMONIES
- 6:45 P.M. KEYNOTE SPEAKERS
- 7:00 P.M. STATE OF THE COUNTY ADDRESS
- 7:30 P.M. CLOSING REMARKS & RECEPTION

STATE OF THE COUNTY



Keynote Speakers:

**JEFFREY
TRAVILLION**

Travis County Commissioner

**GINA
HINOJOSA**

Texas State Representative

**ANDY
BROWN**

Travis County Judge

APRIL 24, 2024

6:30-8:30 P.M.

700 LAVACA ST.

Manor City Council Monthly Report

Name: **Maria Amezcua** Place/Position **Place 3**

Start Date: 04/01/2024 End Date: 04/30/2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council Meeting	4/3	Regular Meeting
	4/17	Regular Meeting
Workshop	4/17	Dalfen Industrial - Manor Downs Industrial Park Annexation and Development

The screenshot shows the City of Manor Texas City Council website. At the top is the logo featuring a stylized 'M' with a water tower and the text 'MANOR EST. TEXAS 1872 City Council'. Below the logo is a link: 'To view archived agendas and minutes, please click here.' A navigation bar contains buttons for: All Meetings, Board of Adjustments (BOA), Charter Review Commission, City Council, Community Impact Fee (CIF) Advisory Committee, Comprehensive Plan Advisory Committee (CPAC), Ethics Commission, Planning & Zoning (P&Z) Commission, Tax Increment Reinvestment Zone (TIRZ) 1 Board, and Manor Housing Public Facility Corporation. Below the navigation bar is a table with the following columns: Meeting, Date, Time, Agenda, HTML Agenda, Packet, HTML Packet, Minutes, and Video/Audio.

Meeting	Date	Time	Agenda	HTML Agenda	Packet	HTML Packet	Minutes	Video/Audio
City Council Regular Meeting	4/17/2024	7:00 PM	[icon]	[icon]	[icon]	[icon]		
City Council Workshop	4/17/2024	5:30 PM	[icon]	[icon]	[icon]	[icon]		
City Council Regular Meeting	4/3/2024	7:00 PM	[icon]	[icon]	[icon]	[icon]		[icon]
Notice of Potential Quorum	4/2/2024	1:00 PM	[icon]	[icon]				

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Capital Improvements	No	4/4 4/24		Regularly scheduled committee meetings.
Tree Advisory Committee	Yes			



9601 Amberglen Blvd. #109
Austin, TX 78729

Project name: Capital Committee Meeting
 Project number: 14667.00
 Date: 4/4/2024
 Time: 4:00 PM
 Attendees: Matthew Woodard (Meeting Organizer)
Deja Hill (By Phone)
Maria Amecua
Scott Moore
Scott Dunlap
Franc Pichart
Pauline Aray

- Agenda**
- Meeting Review:
 - Current CIF Status:
 - CIP Projects (FY 2023-2025):
 - Review planned projects:
 - Review of funding sources:
 - Establishment of new project funding sources for selected projects:
 - Next steps:
 - Next meeting date:



9601 Amberglen Blvd. #109
Austin, TX 78729

CAPITAL COMMITTEE MEETING AGENDA

Project name: Capital Committee Meeting
Project number: 14667.00
Date: 4/4/2024

Time: 4:00 PM

Attendees: [Matthew Woodard](#) (Meeting Organizer)

[Deja Hill \(By Phone\)](#)

[Maria Amezcua](#)

[Scott Moore](#)

[Scott Dunlop](#)

[Frank Phelan](#)

[Pauline Gray](#)

Agenda

- Meeting Review:
- Current CIF Status:
- CIP Projects (FY 2023-2025):
- Review planned projects:
- Review of funding sources:
- Establishment of new project funding sources for selected projects:
- Next steps:
- Next meeting date:

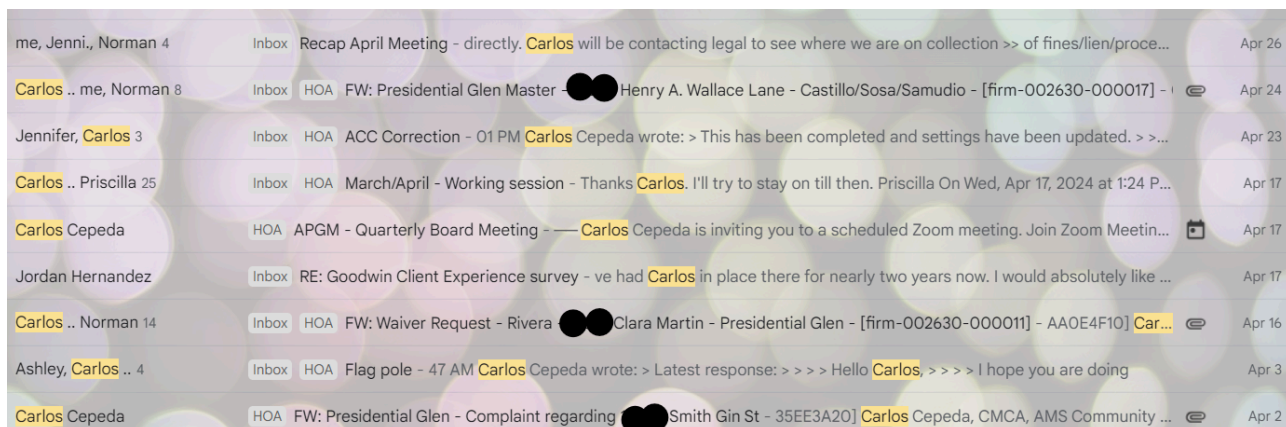
- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- * Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:Presidential Glen	4/2	Discuss Complaint
	4/3	Flag Pole Update
	4/16	Waiver Request
	4/17	Last Minute items to add to agenda
	4/17	Quarterly Board Meeting
	4/23	Update on ACC requests
	4/24	Discuss request
	4/26	Meeting notes/Follow-up
Other:		



- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: **Sonia Wallace** Place/Position **Council Member 4**

Start Date: 04/01/2024 End Date: 04/30/2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
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City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Meeting	04/03/2024 0/17/2024	
Council Workshop	04/17/2024	

Other Meetings

Type of Meeting	Date	Description
East Austin Growth Summit	04/18/2024	Finding out what future growth plans are ahead for East Austin and the surrounding areas. Also, the plans for future growth for Circuit of the Americas .
Lunch with Leslie Lee	04/26/2024	To discuss possible future plans for the Manor area as well as venues and events that may or needs to be involved in order to make contacts for things that we would like to see in our community.

Other

Type	Date	Description
Saffron Trust Women's Foundation Breaking Bread	04/20/2024	Mingling and making introductions with influential women in the Austin area and surrounding areas such as Joyce James, as well as council member for Pflugerville, Kimberly, Holiday, and a council member from Elgin. Also looking into what this organization could possibly do for women in Manor.

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

AUSTIN BUSINESS JOURNAL'S



CIRCUIT OF THE AMERICAS
THURSDAY, APRIL 18, 2024 | 11AM - 1PM

EVENT AGENDA

11:00 AM
REGISTRATION
& NETWORKING

11:30 AM
WELCOME &
LUNCH

11:40 AM
KEYNOTE
PRESENTATION

12:00 PM
PANEL
DISCUSSION

1:00 PM
EVENT
CONCLUDES



 **Saffron Trust**
Women's Foundation

Breaking Bread

SAVE THE DATE

📅 Saturday, April 20th

🕒 12 PM - 3 PM CST

📍 **Maggiano's Little Italy**
The Domain | 10901 Domain Dr.,
| Suite 100 | Austin Texas 78758



TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
State of the county address	04/24/2024	
Congressman Greg Cazar department of energy grants webinar	04/04/2024	

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description
Presentation by Congressman Greg Cazar	04/02/2024	

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.



STATE OF THE COUNTY

APRIL 24, 2024 6:30-8:30 P.M.

700 LAVACA ST.

Schedule of Events

- 6:30 P.M. OPENING CEREMONIES
- 6:45 P.M. KEYNOTE SPEAKERS
- 7:00 P.M. STATE OF THE COUNTY ADDRESS
- 7:30 P.M. CLOSING REMARKS & RECEPTION

STATE OF THE COUNTY



Keynote Speakers:

**JEFFREY
TRAVILLION**

Travis County Commissioner

**GINA
HINOJOSA**

Texas State Representative

**ANDY
BROWN**

Travis County Judge

APRIL 24, 2024

6:30-8:30 P.M.

700 LAVACA ST.

Manor City Council Monthly Report

Name: Aaron Moreno Place/Position Council member Place 5

Start Date: 04/01/2024 End Date: 04/30/2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
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TIER 1

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City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Regular Meeting	4/3/2024	
City Council Regular Meeting	4/17/2024	

Other Meetings

Type of Meeting	Date	Description
City Council Workshop	4/17/2024	Dalfen Annexation

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
Greg Manor water pump expansion presentation.	4/2/24	Attended the presentation of the Greg Manor water pump expansion by Congressman Greg Casar at city hall.
State of the County Address	4/24/24	Attended the State of the County address by Judge Andy Brown.

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description

Manor City Council Monthly Report

Name: Deja Hill Place/Position Council member Place 6

Start Date: 04/01/2024 End Date: 04/30/2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
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City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Regular Meeting	4/17/2024	

Other Meetings

Type of Meeting	Date	Description
City Council Workshop	4/17/2024	Dalfen Annexation

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the April 2024 Departmental Reports.

BACKGROUND/SUMMARY:

- Finance – Belen Peña, Finance Director
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court – Sofi Duran, Court Administrator
- Public Works – Matt Woodard, Director of Public Works
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

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

- April 2024 Department Monthly Reports

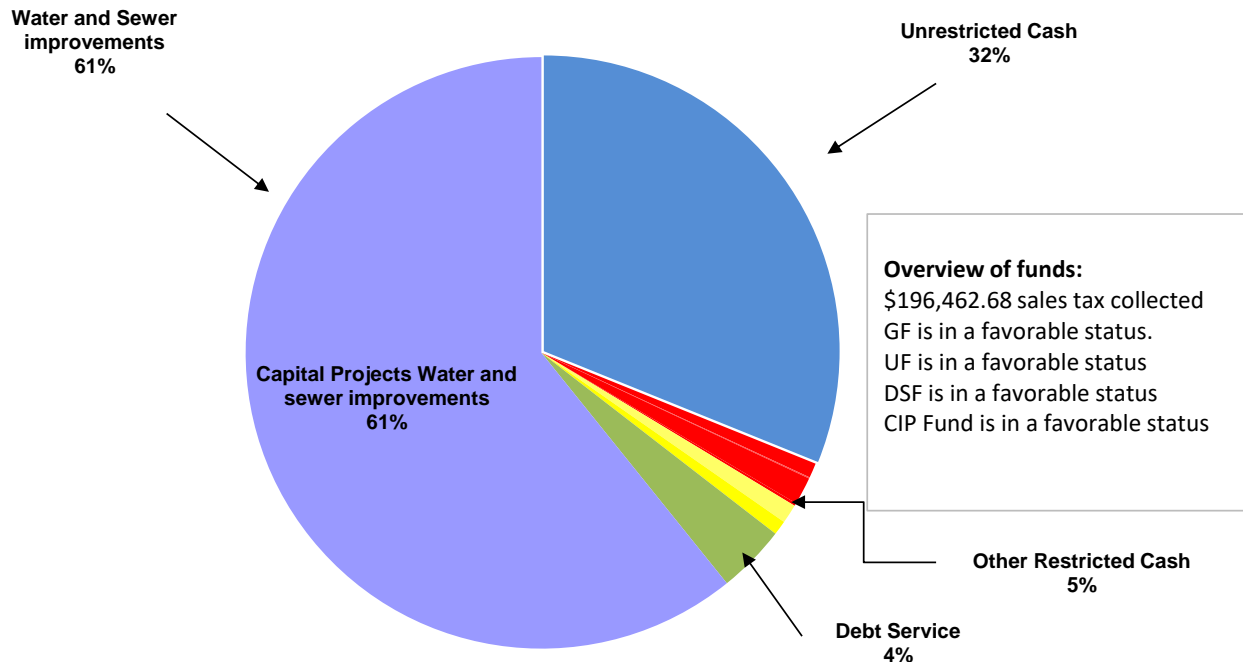
STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the April 2024 Departmental Reports.

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

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of April, 2024**

	<u>GENERAL FUND</u>	<u>UTILITY FUND</u>	<u>DEBT SERVICE FUND</u>	<u>SPECIAL REVENUE FUNDS</u>	<u>CAPITAL PROJECTS FUND</u>	<u>TOTAL</u>
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	13,406,108	13,344,198				26,750,307
Restricted:						
Tourism				691,326		691,326
Court security and technology	60,389					60,389
Rose Hill PID				1,297,057		1,297,057
Manor Heights TIRZ				131,218		131,218
Lagos PID				1,718,367		1,718,367
Customer Deposits		894,292				894,292
Park	672,376					672,376
Debt service			3,217,537			3,217,537
Capital Projects						-
Water and sewer improvements				9,402,026	42,863,506	52,265,531
TOTAL CASH AND INVESTMENTS	<u>\$ 14,138,873</u>	<u>\$ 14,238,491</u>	<u>\$ 3,217,537</u>	<u>\$ 13,239,995</u>	<u>\$ 42,863,506</u>	<u>\$ 85,980,033</u>








Manor Police Department

Monthly Report April 2024



Manor Police Department By The Numbers

	1833 Number of calls for service	61 Average calls per day
	Total Training Hours	480
	Mental Health Calls	10
	Juvenile Detentions	6

* Includes academy training hours

Interactions



10

Community Events

1

Hosted Events

9

External Events



0:02:33

Average response time



2.5

The average number of people an officer interacts with per call.

1.67

The average number of people an officer interacts with per stop.



2652

The estimated number people officers interact with on calls alone.

1,289

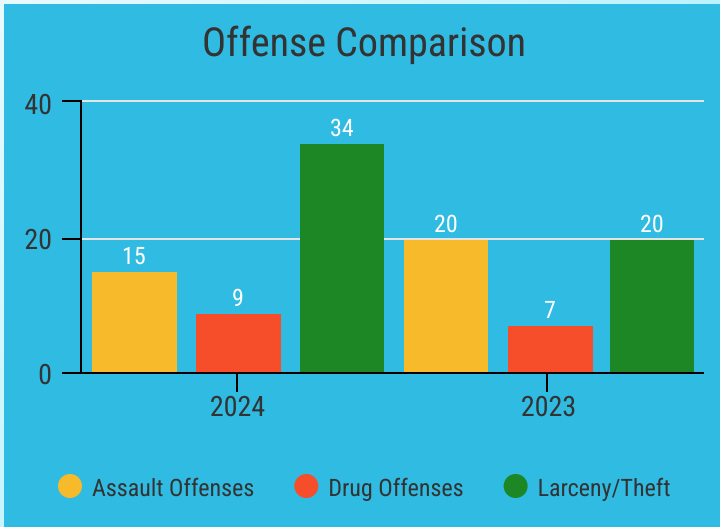
The estimated number people officers interact with on stops alone.

3,941

The estimated number people officers interact with total.

Criminal Offenses

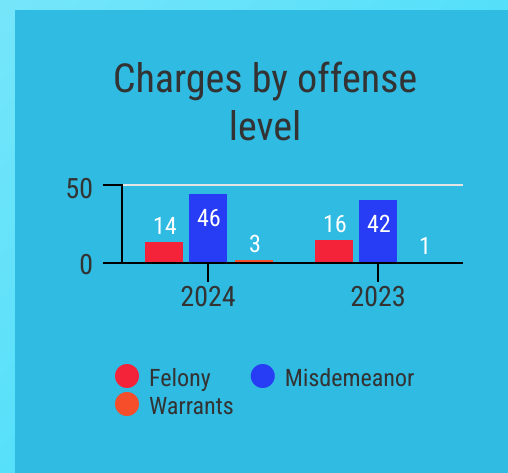
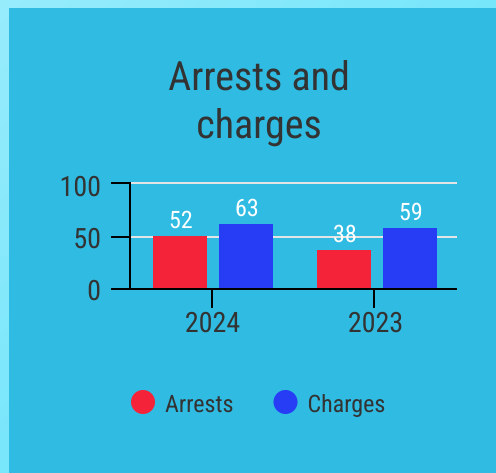
National Incident Based Reporting System



Offense Group	2024	2023
Group A	65	64
Group B	107	79

Crime Type	2024	2023
Persons	17	24
Property	60	42
Fraud	4	4
Crimes against Children	1	2
Other	89	76

Incident Reports, Total Offenses, and Arrests

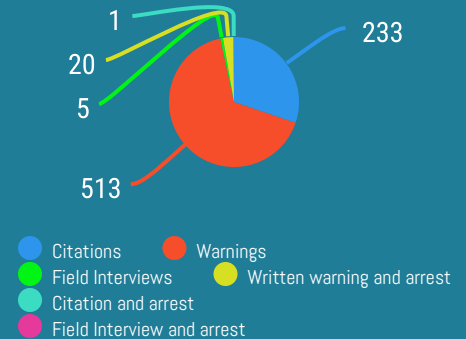


*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

Traffic Enforcement Analysis



772
Total traffic stops
conducted



21

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. 2.72% of all stops resulted in an arrest



**50 searches
out of 772
stops**

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 6.48% of all stops resulted in a search

CONTRABAND

16

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 32% of searches produced contraband

Traffic Enforcement Analysis



Crashes & DWI

Responded to
53

4
Involving Alcohol
or Drugs

28
DWI
Arrests

DWI Arrests by the numbers*



Manor Police Department DWI Profile - April 2024





Travis County Emergency Services District No.12

Item 10.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846
 Manor, Texas 78653
 O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – April 2024

Calls - Month

2024 - 374 (+2.4%)
 2023 - 365 (-6.1%)
 2022 - 389

Calls by Unit

Eng1201 - 91 SQ1201 - 120
 Eng1202 - 99 Eng1203 - 92
 Bat1201 – 26 FMO1201 – 11,
 SQ1203 – 69 139 call reviews

Calls - CYTD

2024 - 1596 (-1.3%)
 2023 - 1618 (+6.6%)
 2022 - 1517

AVG Response Time - Month

8 min, 22 sec

AVG Response Time - CYTD

8 min, 46 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	6	2	18	6
Bastrop Co. ESDs	0	0	0	1
BT1/ESD 13	0	0	0	1
Elgin VFD	0	0	0	0
TC ESD 2	2	6	17	46
TC ESD 11	2	0	14	1
TC ESD 9/6/3	0	0	0	0
WILCO Dept's	0	0	0	1
-----	-----	-----	-----	-----
TOTAL	10	8	49	56

Incident by Type

100 Fire.....	60	200 Rupture/Explosion...	0	300 EMS/Rescue	261
400 Hazardous Condition.	4	500 Service Call.....	23	600 Good Intent.	9
700 False Calls.....	16	900 Other.....	0	800 Nat. Disaster	1

Training and Events

- Pierce aerial training / familiarization
- Frontline annual physicals diagnostic testing
- Entry level interviews (13 applicants)
- Flint Hills walkthrough / tour
- PME Color Run
- GES Health and Safety Fair
- Sensory Friendly Station Visit
- Manorpalooza event planning for May

Awards and Recognition

- FL. Griffith 10yrs.
- FL. Ruiz 9yrs.
- FL. Canclini and Salmons 7yrs.
- FMO. Treffer 4yrs.
- FE. Hill 2yrs. *



Travis County Emergency Services District No.12

Item 10.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – April 2024

Prevention Division Activities (ESD/CoM)

Builder Developer Mtgs.....0 (0/0)	Site Visits.....89
Reviews.....48 (40/8)	Initial Inspections75 (34/41)
Under Review.....12 (8/4)	Reinspection.....8 (3/5)
Re-submittals.....32 (24/8)	Residential Inspections.....6 (5/1)
Approvals / Permits Issued.....25 (17/8)	Investigation Responses.....3 (2/1)
Awaiting Response from Applicant.....11 (5/6)	Hydrant Inspections/Tests.....3
Review Turn-Around (AVG last 30 days) 5 days	

###



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: May 15, 2024

RE: **April 15 to May 10 Economic Development Department Activity**

-
- 3 Economic Impact Studies completed this month, 3 more contemplated and forms completed, and one Rent Assistance Program Application in process; multiple Chapter 380 Agreement negotiations upcoming including one being negotiated currently; multiple ED incentive applications pending;
 - Awarded Services Contract for the E. Manor Development #1 Feasibility Study to selected consultant Hunden Partners; negotiating contract execution; setting up dates/times for initial kickoff sessions with City Council and staff;
 - 2 Catalyst Team calls regarding Downtown planning and ManorPalooza event; Downtown Design Team held a public input session I attended at ManorPalooza and obtained input from 70-75 individuals, distributed QR code cards for additional online input, will integrate into the planning process in time for City Council/P&Z Infill Zoning/Planning Workshop being set for June 1 or after (elected officials and appointed members currently being contacted for availability);
 - Zoom meeting with City of Austin officials, Manor staff and Dalfen on Manor Downs 146 ac property ETJ release: positive results exhibited by Austin and their legal team;
 - Completed Austin Business Journal East Austin Growth Summit advertising and public relations promotion opportunity for the City of Manor and Economic Development: Circuit of the Americas April 18th; attended by City staff and Council members;
 - Met with Yalondra and Wayne Schneider re: donation of Manor historical documents to the City for display in future library, museum, etc.; he requests public acknowledgment for the donors as the only caveat; Yalondra working on satisfying caveat and acquisition of donations and proper storage until they can be displayed;
 - Procuring property appraisals and due diligence, negotiating Chapter 380 Agreements, initiating and directing Services Agreements with legal counsel;
 - Met Armando Perez with Oncor re: power capabilities in Manor N/NW; met 2 potential developers for future city facilities; prospecting with multiple sources and landowners/developers for future retail, restaurant, hospitality, healthcare and industrial businesses;
 - Met Kirk Lohmann & Grant Hutchison re. Shadow Glen Golf Course real estate issues;



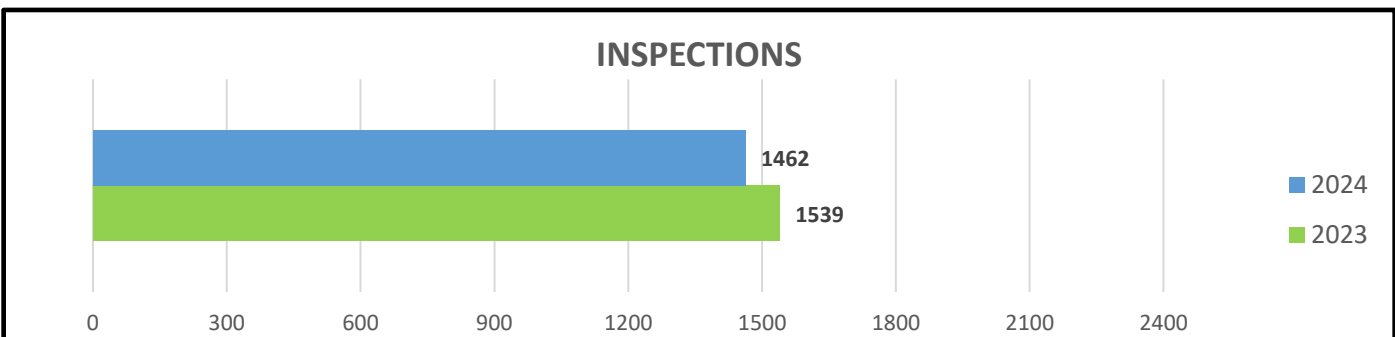
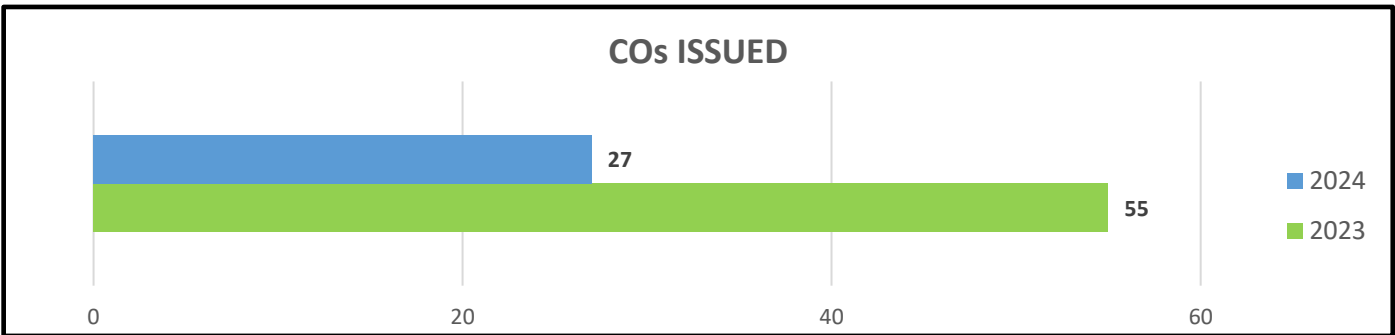
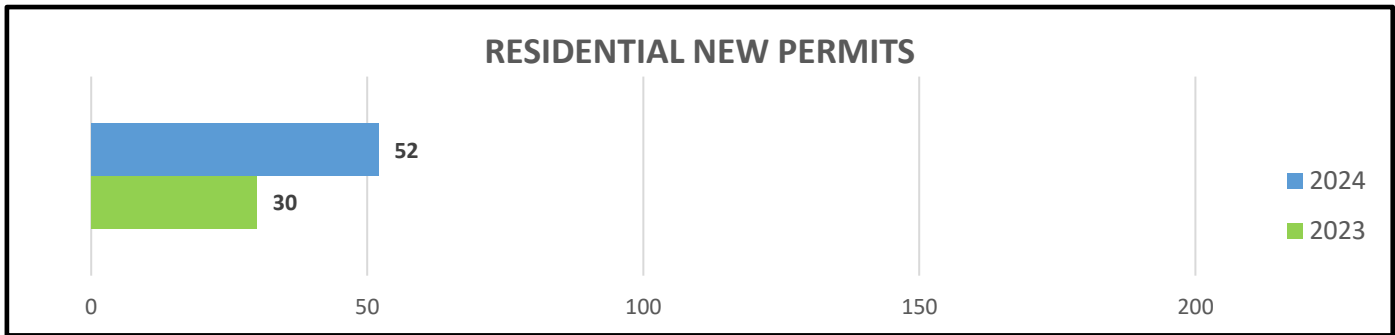
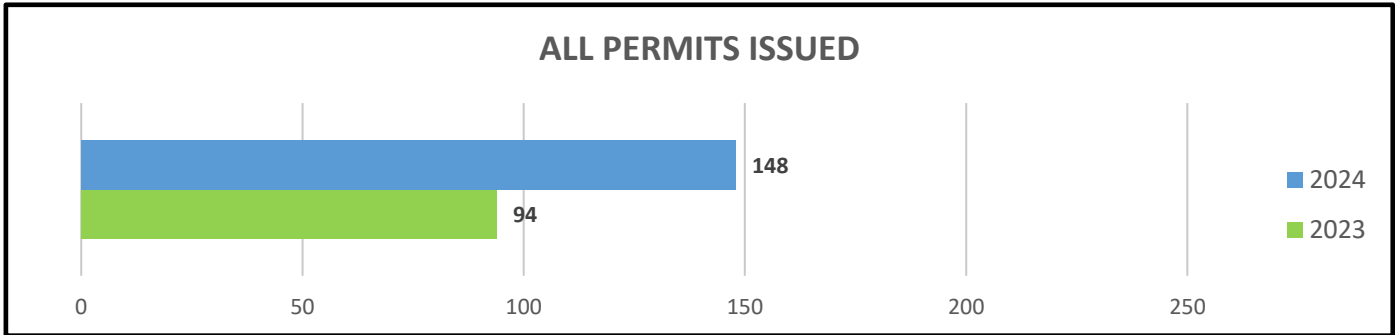
MEMO

- Attended CTRMA Board of Director's meeting in Austin, set in-person meeting with James Bass and CTRMA staff for May 9 with me and City Manager to discuss US290 widening;
- Confirmed attendance and reservations for CSEF Conference in Las Vegas May 19-21;
- Advertised Solid Waste & Recycling RFP in 2 newspapers 4/26, held mandatory respondent meeting 5/3 in Council Chambers with City Staff and consultant Solid Waste Specialists, LLC.;
- Attended the Manor Chamber of Commerce Power Breakfast 5/2 with Texas Workforce Commission's Commissioner Representing Employers, Joe Esparza.
- Attended 1 Capital Project Status meeting with GBA; responded to 2 Opportunity Austin/State of Texas Economic Development Site Selection RFPs we have qualifying sites for;
- Attended 1 Regular City Council Meeting, one Public Facilities Corporation Meeting, 4 City Staff Meetings



April 2024

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales

**DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT**

April 1-30, 2024

Description	Projects	Valuation	Fees	Detail
Commercial				
Electrical (C)	2	\$170,000.00	\$1,026.00	
Electrical (E)	1	\$38,130.00	\$538.00	
Irrigation (C)	2	\$2,800.00	\$5,571.00	
New (C)	1	\$258,753.05	\$42,421.90	Salad & Go
Right of Way (C)	3	\$0.00	\$906.00	
Sign (C)	6	\$407,650.65	\$1,252.00	
Tenant Finish-Out (C)	2	\$120,000.00	\$2,373.25	Pragma Jiujitsu, J. Insurance Brokers LLC
Totals	17	\$997,333.70	\$54,088.15	
Residential				
Accessory (R)	1	\$9,100.00	\$188.00	
Deck/Patio (R)	1	\$1,200.00	\$291.00	
Driveway (R)	1	\$10,000.00	\$138.00	
Electrical (R)	4	\$56,003.50	\$802.00	
Fence (R)	2	\$550.00	\$243.00	
Foundation Repair (R)	4	\$24,220.00	\$467.00	
Irrigation (R)	58	\$111,125.08	\$7,977.00	
Mechanical-HVAC (R)	1	\$15,000.00	\$138.00	
New (R)	52	\$17,239,899.35	\$621,402.00	
Plumbing (R)	5	\$15,294.80	\$662.00	
Right of Way (R)	1	\$0.00		
Swimming Pool/Spa (R)	1	\$70,000.00	\$413.00	
Totals	131	\$17,552,392.73	\$632,721.00	
Grand Totals	148	\$18,549,726.43	\$686,809.15	

Total Certificate of Occupancies Issued: 27
 Total Inspections(Comm & Res): 1,462
 Scott Dunlop, Development Services Director





MEMO

To: Mayor and City Council Members
 From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
 Date: May 15, 2024
 RE: **Event Report**

PAST EVENT

4th Annual ManorPalooza

Fri., May 3rd from 5pm to 10pm & Sat., May 4th from 11am to 11pm
 East Manor Development No.1, 15317 US Hwy 290 E. Manor
 Event Data:

- Attendees Report:
 - Total Attendees by Clicker = 4.1K
 - Total Vehicles = 1.3K
 - Total CapMetro Shuttles = 35
 - Total Cellular Report Attendees = 3.5K
 - May 3rd
 - Clicker Report = 728
 - Vehicles Report = 228
 - CapMetro Shuttles = 4
 - May 4th
 - Clicker Report = 3.4K
 - Vehicles Report = 1.1K
 - CapMetro Shuttles = 31
- Attendees Data:
 - 42.6% of attendees came from Manor
 - 57.4% of attendees came from outside Manor
- Marketing Report:
 - # of Digital Ads Impressions = 183.46K
 - # of Audio/Video Play = 51.10K
 - % of Audio/Video Completion = 98.10%
- Vendors:
 - Food Trucks = 12
 - Market Vendors = 32



MEMO

UPCOMING SPRING & SUMMER SPECIAL EVENTS

Juneteenth

Wed., Jun 19th from 12pm to 8pm
Timmermann Park, 12616 Skimmer Run, Manor TX

4th of July Celebration

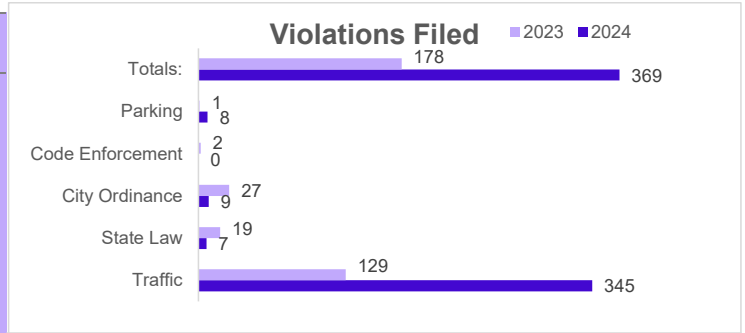
Thur., July 4th from 4pm to 10pm
East Manor Development No. 1, 15317 Us Hwy 290 E. Manor



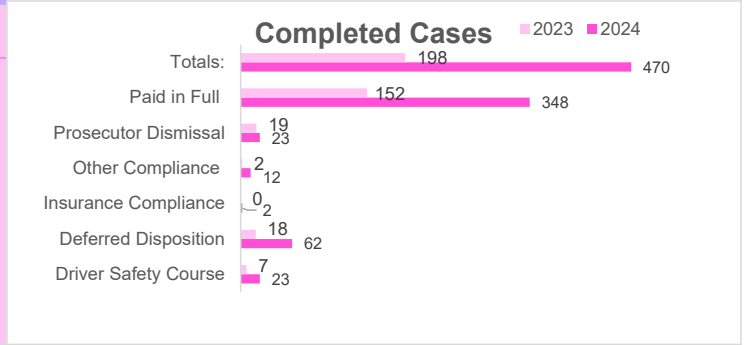
"Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."

April 2024 Court Report

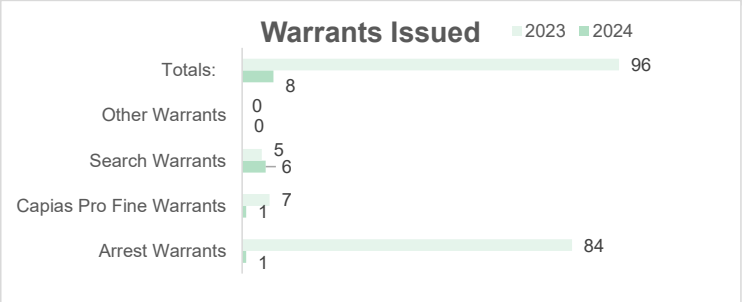
Violations Filed	2024	2023
Traffic	345	129
State Law	7	19
City Ordinance	9	27
Code Enforcement	0	2
Parking	8	1
Totals:	369	178



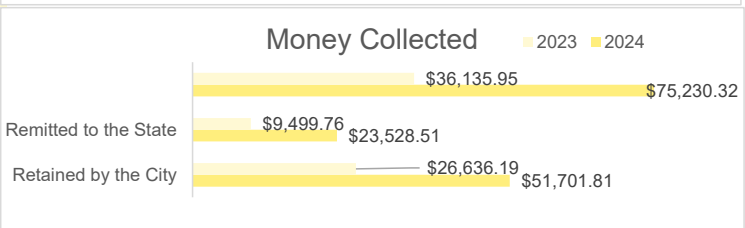
Completed Cases	2024	2023
Driver Safety Course	23	7
Deferred Disposition	62	18
Insurance Compliance	2	0
Other Compliance	12	2
Prosecutor Dismissal	23	19
Paid in Full	348	152
Totals:	470	198



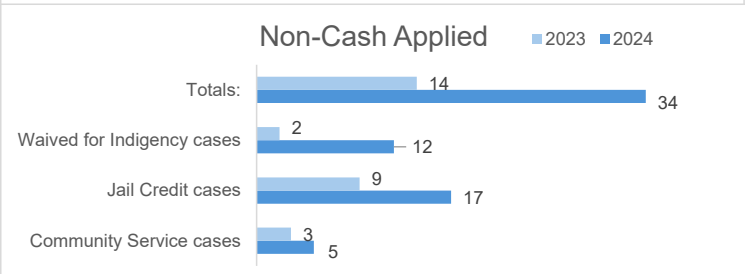
Warrants Issued	2024	2023
Arrest Warrants	1	84
Capias Pro Fine Warrants	1	7
Search Warrants	6	5
Other Warrants	0	0
Totals:	8	96



Money Collected	2024	2023
Retained by the City	\$51,701.81	\$26,636.19
Remitted to the State	\$23,528.51	\$9,499.76
Totals:	\$75,230.32	\$36,135.95



Non-Cash Applied	2024	2023
Community Service cases	5	3
Jail Credit cases	17	9
Waived for Indigency cases	12	2
Totals:	34	14





MEMO

To: Mayor and City Council Members
 From: Matt Woodard, Director of Public Works
 Date: May 15, 2024
 RE: **April Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

In April, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of way. They cleaned and maintained all city facilities and parks. They performed all maintenance on city vehicles and heavy equipment, and the Street Department repaired streets, curbs, and signs.

Water and Wastewater Department

In April, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

The City of Manor held its second TWUA meeting at Manor Development Phase 1. The meeting was a success.

Water Production & Purchase

In April, 25 % of the water we supplied to our residents was from our wells, and we purchased 75 % from EPCOR and Manville WSC.

Population

City of Manor- 21,327

Shadowglen- 7,068

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
April 24th, 2024

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12” gravity wastewater main	Reviewed contractor submittals. Requested a meeting with the contractor prior to work beginning. Have not received a response.	99%
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	Vent pipes are installed. The high point in the line under Old Kimbro Road caused it to hold water. R Construction will open the cut road and regrade the pipe. Week of 4/26/24.	99%
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Breaking project into phases. The 12” wastewater line will be phase 1. Submitted additional per TCEQ comments 3/8 (review period is 100-150 days). Lift Station final recon 1.2.24	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Construction is underway. Reviewing submittals. Pay app #2 has been reviewed and approved. The onsite meeting is scheduled for Thursday.	Construction Phase
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Acquiring easements. Construction was completed to connect the water line for the Manor Car Wash (Parcel #3).	Working on easement acquisition and addressing issues/concerns about easements from property owners.
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	Working on access easement on West Elgin property. Finalizing Bell Farms Lift Station's remaining work is hoist and site work. PG bypass will commence once BF is wrapped up. Weekly meetings with contractors. PG work will start work within a week once the bypass is set up.	Construction documents 100%. Bid phase 100% Construction phase 65%

Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Santa Clara is the contractor. Ahead of schedule. WW line is fully installed. The line is currently being coated. Addressing property owner concerns. The pipe bedding change order is to be submitted shortly.	Construction documents 100%. Bid phase 100% Construction phase 75%
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finalizing plans, specs, and OPC. Need to send plans, and OPC to the developer.	Construction Documents 99%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Preliminary engineering completed. Materials assembled and sent to grant admin for submittal to EDA.	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; develop improvements to address capacity needs	Draft Report – in progress	
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Provided draft of a master plan to Raftelis on April 5. Working on alternative water source proposed well locations – Trinity Aquifer.	Report Phase – making revisions and waiting for City comments.
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	At the request of the AC will look into impact fees for Hutto as well as different scenarios on credit amounts for developers. The April 10 meeting was canceled due to no quorum.	The next meeting will be on May 8
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	The proposed subdivision is being modified resulting in required revisions to PUD, Concept Plan, and Preliminary Plat. The site for the groundwater storage tank may be adjusted, so we are on hold until we receive updated information. After discussions with City Staff, two	Construction documents at 60%

		250,000-gallon tanks will be installed instead of one 500,000-gallon tank.	
FY2022 Tax Note-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall. Currently working on FM 973 N waterline alignment and obtaining easements.	Construction plans are being worked on. Waiting on easements.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	The comment period ended on 3/25/2024. A total of 2 comments and 12 hearing requests have been received. Waiting to hear back from TCEQ legal staff.	Permit Comment
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding	Construction is ongoing.	Site visits are ongoing.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro	Work scheduled to begin April 17 – 5 days’ worth of work – Lexington median; mill and overlay completed on Shadowglen Blvd. Lexington mill and overlay starting today.	Under construction.
2024 SSES	SSES investigations in the next leakiest basin from the 2022 flow monitoring	Reviewing of smoke testing and manhole inspection results to identify CCTV needs. Several areas of unmapped manholes/lines were found.	Fieldwork is ongoing, and CCTV is the only task remaining. Anticipating a draft report by the end of May unless CCTV gets held up.

<p>Wilbarger Creek WWTP Expansion</p>	<p>Expansion of the existing Wilbarger WWTP from 1.33 to 2.0 MGD, sludge digestion, thickening, and dewatering.</p>	<p>Internal kickoff meeting conducted, the schedule being developed, full project kickoff meeting scheduled for 3/28/2024. Working on-site exhibit for parking and project improvements discussion at kickoff meeting.</p>	<p>Beginning project data collection, evaluation</p>
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Streets and Parks Monthly Report April 2024

Daily Duties and Projects 4-1-2023 / 4-30-2023

Street Maintenance

The 735-foot sidewalk was constructed along the south side of Ring Rd. from Skimmer Run; the trail crossing at the creek was completed.

Worked at the Easter Event at the E. Manor Development No. 1 property.

Worked during the rainstorm to check the town for storm damage.

Sanded Volker Ln for crack sealing.

Crack-sealed Voelker Ln, Carillon Way, Wedding Dr., and Snow Ln.

Stop sign repair at Gregg Ln. and Tur Weg Ln.

Old Kimbro Rd, Suncrest Rd, Johnson Rd, and Bois-D-Arc.

Installed a driveway pipe at 305 Eggleston St.

Installed driveway and pipe off Voelker Ln for E. Manor Development #1 property for Event Exit.

Setup for Ribbon Cutting Event at the E. Manor Development No.1 building.

Millings were installed on the roadway at the E. Manor Development No. 1.

Millings were installed at the City Hall gravel parking lot.

Set up tables and chairs for the ribbon cutting at the E. Manor Development No. 1

Pothole repairs at N. Burnet St, Llano St, Marshall St, E. Burton St, Bella Park Way, Boyce St, and N. Lexington St.

Cap Metro Paving contract. Prepping road for paving on Bastrop St. from Murray St. to W. Wheeler St.

Cap Metro Paving contract. Prepping road for paving on Burnet St. from Wheeler St. to E. Townes St.

Parks Maintenance

Mowed the cemetery.

Power washed City Hall twice on the South and East sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities.

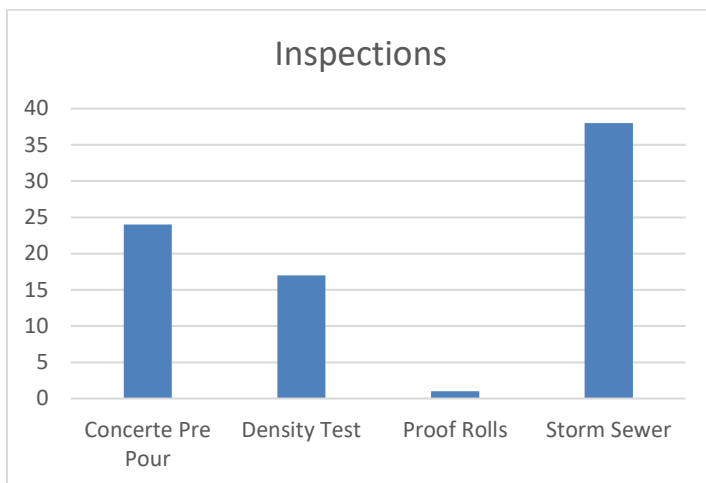
Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

735 - inspections are done this month.

3 - MS4 reports summited this month as required by TCEQ.



Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.

Presidential Heights Phase 3- 2-year walkthrough has been done. The contractor in process of repairs. October 2021 still waiting.

Presidential Heights Phase 5 – 2 -year walkthrough has been done. The contractor in process of repairs. September 2022.

Presidential Heights Phase 4 – 2 years walkthrough has been done. The contractor in process of repairs. November 2021 still waiting.

Manor Heights – Phase II Sec. 1B & 2B Contractor in building process.

Manor Heights – Phase II Sec.2 Contractor in the building process.

Manor Heights – Phase III Sec. 1- homes are being built.

Manor Heights Phase III Sec. 2 – homes are being built.

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3- waiting on homes to be built.

Logos Phase 4- homes are being built.

Logos Phase 5- homes are being built.

Shadowglen Phase 2 Sec 22 23A walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 25 & 26 1-year walkthrough punch list September 2022.

Shadowglen Phase 2 Sec 27A & 27B walkthrough punch list September 2021 still waiting.

Shadowglen Phase 2 Sec 17 2-year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Shadowglen Phase 2 Sec 21A & 21B walkthrough punch list. January 2022 still waiting.

Palomino Subdivision – homes are being built.

Presidential Glen Commercial WW – in the building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3 – building process.

Presidential Glen Townhomes – not started.

Las Entradas Section 3- waiting to be built.

Las Entradas Section 4 – waiting to be built.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX @ FM 973 & Murchison – has not started.

Holley Smith Phase 1A – Development

process.

The View at Manor apartments –
Development process.

Eggleston Extension – closed. Opening
pending.

Rapid Express Car Wash -Building process.

Cap Metro Contracted roads are in the
process of being prepped for paving.

Cemetery Report

April 1, 2024- Monitored the cemetery.

April 9, 2024 – Monitored the cemetery.

April 12, 2024 – Monitored the cemetery.

April 14, 2024—Monitored cemetery. Surrounding neighbors reported that family members of a deceased attended an anniversary. The attendees blocked the entrance and exit driveway to others visiting loved ones. I encouraged the neighbors to call me if this occurs again.

April 17, 2024 – Monitored the cemetery.

April 23, 2024 - Monitored the cemetery.

April 25, 2024 - Monitored the cemetery.

April 27, 2024 – Monitored the cemetery.

April 28, 2024 – Open Records Request resulted in merging information onto a collective spreadsheet- duration 8 hours. The deadline is May 3, 2024.

April 29, 2024 - Open Records Request resulted in merging information onto a collective spreadsheet- duration 4 hours. The deadline is May 3, 2024.

April 30, 2024 – Trimmed 10 of the 35 crepe myrtles and piled all the branches at the exit trash cans and monitored the cemetery. Will continue to trim the crepe myrtles until complete.

Open Records Request merged information onto a collective spreadsheet- duration 6 hours. The deadline is May 3, 2024.

Emailed and texted the family of Allan Saucedo to remove the wicker bench from gravesite and ceased having barbeque gatherings which include alcohol drinking and parking on the grass and other gravesites.

Met with Sandra Gomez to discuss their family burial plots.

WATER/ WASTEWATER MONTHLY REPORT APRIL

WASTEWATER	TASK COMPLETED
SERVICE CALLS	19
CUSTOMER BACKUPS	1
SEWER BACKUPS	4
CAMERA LINE	14
QTY IN FEET FILMED	3,042 ft.
TAPS	
LINES REPAIRED	2
LINES LOCATED	2
LINES CLEANED	
MANHOLES/LIFT STATION CLEANED	4
CLEANOUT REPAIRS	2
SEWER SMELL	1
JOBSITE CLEANUP AND RESTORATION	1
ELECTRICAL JOBS	4
SCADA	6
BUILDING MAINTENANCE	11
WATER	TASK COMPLETED
SERVICE CALLS	76
WATER LEAKS SERVICE LEAKS	8
CUSTOMER LEAKS	15
WATER MAIN REPAIRS	1
WATER LINE REPLACEMENT	4
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	46
HYDRANT REPAIR/REPLACED	
ISOLATION VALVE MAINTENANCE	4
ANGLE STOPS REPLACED	2
LINES LOCATED	2
WHOLESALE BROWN WATER	2
BROWN WATER	10
WATER PRESSURE/ FROZEN CUSTOMER PIPES	4
WATER TURN ON/OFF	54
BAC T SAMPLES	28
JOBSITE CLEANUP AND RESTORATION	10
METER INSTALL	1
INSPECTIONS	
SITES	305
MANHOLES INSPECTED	37
DENSITIES	191
WASTEWATER LINES TESTED	35
WATER LINES TESTED	4



MEMO

To: Mayor and City Council Members
From: Tracey Vasquez, Human Resources Director
Date: May 15, 2024
RE: **April 2024**

Meetings and Events:

HR Workshop Roundtable Meeting

April 11, 2024
April 25, 2024

Staff Meetings

April 9, 2024
April 23, 2024
April 30, 2024

City Council Workshop

April 17, 2024

City Council Meetings

April 17, 2024, Executive Session
Section 551.074 Personnel matters
April 2024

- April 1- AFLAC presentation for supplemental benefits.
- April 4- Event meeting: After Action Report for Easier Helidrop.
- April 4- After-hours interviews with qualified candidates for Deputy Court Clerk.
- April 8- Supervisors meeting with Development Services.
- April 9- Townsquare recruitment meeting proposal for the advertisement of current job postings.
- April 10- Records Management committee meeting City hall.
- April 11- Manor Chamber of Commerce Luncheon.
- April 11- Manorpalooza meeting.
- April 15- Manorpalooza layout walkthrough.



MEMO

- April 16- CIVIC Plus training.
- April 16- After-hours interviews with qualified candidates for Deputy Court Clerk.
- April 18- Meeting with Big Brothers and Big Sisters
- March 26- Manor Heights TIRZ Annual reporting meeting with Assistant City Attorney and P3Works.
- April 23- Meeting with Raftelis regarding implementing the new stormwater fee.
- April 24- USLFRF training program for U.S. Treasury filing.
- April 25- Teams meeting with Mayor's Ball committee.
- April 25- met with the Auditor and new Finance Director regarding the status and completion of the 2022-2023 FY Audit.
- HR has extended work hours to ensure continuity in the finance department.
- Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: April 17, 2024

RE: April Monthly Report

The following are accomplishments from April.

1. AT&T has finished all the fiber work and will now start the network installation and configuration when they get our signed agreement.
2. We have engaged tech support for the Mobile Device Manager location issues—no resolution as of yet. Still no resolution. We have evaluated alternatives and it's an IOS issue. We will stay with our current, free, solution.
3. We had the camera upgrade approved to replace old surveillance cameras city-wide. However, the selected vendor did not allow us to buy from them, so we had to start all over with two different vendor quotes. Resubmitted with new prices for May 15th meeting.
4. Asked for approval of Chamber AV system upgrade and met with SwagIT! They will start to install late May.
5. 69 Tickets opened for the month, and 64 of those closed. Top contributors PD. No tickets are waiting for customer response or contractor fulfillment.



MEMO

To: Mayor and City Council Members
 From: Lluvia T. Almaraz, City Secretary
 Date: May 15, 2024
 Re: **April 2024 – Monthly Report**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4	4	2	3								
Council Minutes	Minutes recorded, prepared, approved, archived	6	4	2	2								
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0	3	5	2								
Resolutions	Resolutions written and processed	2	1	2	8								
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	1	1	1								
Deeds/ Easements	Executed and Recorded	3	7	1	4								
Annexations	Prepared & Recorded	0	0	0	0								
Public Improvement Districts	Agreements approved & and executed	0	0	0	0								
Contracts & Agreements	Contracts and agreements approved and executed	4	19	5	9								
Bids	Bids advertised, received, tabulated, awarded, recorded	0	0	0	0								
Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0	0	0	0								



MEMO

Alcohol Permits	New Alcohol permit certificate or renewed	2	1	1	1								
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0	0	0								
Records Manager Program	Shred Day Event 4/13/2024	0	0	0	100 +								
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16	40	42								
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30	32	25								

COUNCIL MEETINGS

- Council Regular Meetings - April 3rd, April 17th
- Council Workshop – April 17th

OTHER MEETINGS

- Congressman Casar Presentation – April 2nd
- Records Management Committee – April 10th
- Community Shred Day – April 10th
- Mayor’s Ball Update – April 25th

TRAINING/EDUCATION/SEMINARS/WEBINARS

- TMCCP Webinar – The Art of Professionalism and Ethics – April 5th
- TMCA Open Meetings/PIA/Agenda Minutes/Parliamentary Procedures Seminar – April 17 – April 19 in Fredericksburg, TX
- CivicPlus - Prepping for Fall Elections: What Not To Do Webinar – April 13th



MEMO

EVENTS

- Community Shred Day Event – April 13th

OTHER

- Ongoing daily duties and responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties, and Customer Service.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Drainage Easement in Extraterritorial Jurisdiction with Required Maintenance for Lots 8 and 9, Kimbro Road Estates.

BACKGROUND/SUMMARY:

This property is being developed as a small light industrial site in Travis County. As part of their development, they are required by the County to establish drainage easements. Since it is in Manor’s ETJ, easements are granted to the city. Maintenance of the easements is on the property owner, not the city.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Easement

STAFF RECOMMENDATION:

The city staff recommends approval of a Drainage Easement in Extraterritorial Jurisdiction with Required Maintenance for Lots 8 and 9, Kimbro Road Estates.

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

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver’s license number.

DRAINAGE EASEMENT IN EXTRATERRITORIAL JURISDICTION WITH REQUIRED MAINTENANCE

Date: April 29, 2024

Grantor: VAULT MANOR OPERATING COMPANY LLC, A TEXAS LIMITED LIABILITY COMPANY

Grantor’s Address: 4203 YOAKUM BLVD., SUITE 200
HOUSTON, HARRIS County, TEXAS 77006

Grantee: CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation situated in Travis County

Grantee’s Address: 105 E. Eggleston Street
Manor, Travis County, Texas 78653

Governmental Unit: Travis County, Texas, a political subdivision of the State of Texas

Governmental Unit’s Address: P.O. Box 1748
Austin, Travis County, Texas 78767-1748

Easement Tract: All those parcels of land situated in Travis County, Texas described in Exhibits A and shown on Exhibits B attached hereto as fully incorporated herein as if fully set forth.

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

City Reviewer Initials

- Facilities:** Drainage channels, drainage conveyance structures, and detention and water quality controls with all associated roads, gates, bridges, culverts, erosion control structures, and other appurtenances
- Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date
- Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, or other similar improvement in the Easement Tract

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the Grantee a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the Grantee under this instrument for the Easement Purpose as determined by the Grantee in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the Grantee and Grantee's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the Grantee under this Easement for the Easement Purpose as determined by Grantee in its reasonable discretion. **Grantor (i) shall be obligated to maintain to a good and functioning condition in accordance with the requirements of the Grantee as determined by the Grantee in its reasonable discretion the Facilities in the Easement Tract, (ii) is liable to the Grantee for such maintenance obligations, and (iii) in the event Grantor does not perform the required maintenance obligations, agrees to indemnify the Grantee for all Grantee costs necessary to maintain the Facilities.** Grantor may enter into an agreement with a third party regarding the maintenance obligations, but in no such event shall the agreement with the third party release Grantor from its obligations to Grantee under this Easement.

City Reviewer Initials

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

So long as the Easement Tract is located in the Grantee's extra-territorial jurisdiction, Grantee hereby assigns its interest in this Easement to the Governmental Unit. At such time as the Easement Tract is annexed into the Grantee's full purpose jurisdiction, all rights and responsibilities hereunder shall revert to Grantee.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns*, *Grantee* includes *Grantee's employees, agents, consultants, contractors, successors, and assigns*, and *Governmental Unit* includes *Governmental Unit's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

(Remainder of this page intentionally left blank)

City Reviewer Initials

Executed effective the Date first above stated.

VAULT MANOR OPERATING COMPANY LLC,
A Texas limited liability company,
By: PPC Land, LLC, a Delaware limited liability company,
Its Manager
By: [Signature]
Name: DREW CARDEN
Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned notary, on this day personally appeared
DREW CARDEN, PRESIDENT OF PPC LAND, LLC, a Delaware limited liability company, Manager of
VAULT MANOR OPERATING COMPANY LLC, a
Texas limited liability company, known to me through valid identification to be the
person whose name is subscribed to the preceding instrument and acknowledged to me that the
person executed the instrument in the person's official capacity for the purposes and
consideration expressed in the instrument.

Given under my hand and seal of office on April 29, 2024.

[Seal]



[Signature]
Notary Public, State of TEXAS
Natalie M. Silva Ward

APPROVED AS TO FORM:

CITY OF MANOR, TEXAS
LAW DEPARTMENT

By:
Name:
Title: Assistant City Attorney

REVIEWED:

CITY OF MANOR, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By:
Name:
Title:

City Reviewer Initials

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 20____, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

City Reviewer Initials

EXHIBIT A 3.976 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS

3.976 ACRES (173,150 SQUARE FEET) OF LAND IN TRAVIS COUNTY, TEXAS, BEING OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, SAID 3.976 ACRES BEING A PART OF THAT CERTAIN LOT 9 OF THE KIMBRO ROAD ESTATES, A SUBDIVISION OF RECORD IN VOL. 79, PAGES 12-13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING A PART OF THAT CERTAIN (TRACT 1) 18.94 ACRE TRACT OF LAND AND THAT CERTAIN (TRACT 2) 5.40 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED FROM KOPKE & MAREK INVESTMENTS, LLC. TO VAULT MANOR OPERATING COMPANY, LLC. DATED NOVEMBER 17, 2021, AND RECORDED IN DOCUMENT NO. 2021254547, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 3.976 ACRES BEING A PART OF THAT CERTAIN LOT 8 OF SAID KIMBRO ROAD ESTATES, SAME BEING A PART OF THAT CERTAIN LOT 8 DESCRIBED IN A SPECIAL WARRANTY DEED FROM JASON COLE RODMAN AS THE INDEPENDENT EXECUTOR OF THE ESTATE OF JEFFERSON OKRAE RODMAN, DECEASED, UNDER CAUSE NO. C-1-PB-23-001402, TRAVIS COUNTY, TEXAS TO VAULT MANOR OPERATING COMPANY, LLC. DATED MARCH 5, 2024, AND RECORDED IN DOCUMENT NO. 2024024456, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, SAID 3.976 ACRE DRAINAGE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION (BEARINGS ARE RELATIVE TO STATE PLANE COORDINATES, NAD83(2011), TEXAS CENTRAL ZONE. DISTANCES AND AREAS REFLECT THE APPLICATION OF THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00010 AND THUS REPRESENT SURFACE MEASUREMENTS.)

COMMENCING AT THE EASTERLY CORNER OF THAT CERTAIN LOT 11 OF THE MANOR VILLA ESTATES A SUBDIVISION OF RECORD IN VOL. 83, PAGE 115C OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAME BEING A PART OF THAT CERTAIN LOT 11 OF LAND DESCRIBED IN A WARRANTY DEED FROM ROBERT L. PUGH AND WIFE, NORMA B. PUGH TO DAVID A. PRICE AND WIFE, MARTI B. PRICE DATED AUGUST 29, 1995, AND RECORDED IN VOL. 12512, PG. 1594, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING THE SOUTHERLY CORNER OF SAID LOT 9, KIMBRO ROAD ESTATES, SAME BEING THE SOUTHERLY CORNER OF SAID 18.94 ACRE TRACT FOR A 1/2" IRON ROD FOUND IN THE NORTHWESTERLY LINE OF OLD KIMBRO ROAD (A 70-FOOT WIDE RIGHT-OF-WAY);

THENCE N 63°01'54" W 714.72' WITH THE COMMON LINE OF THE NORTHEASTERLY LINE OF SAID LOT 11 AND WITH THE SOUTHWESTERLY LINE OF SAID LOT 9 TO THE **POINT OF BEGINNING**;

THENCE N 63°01'54" W 10.00' WITH SAID COMMON LINE BETWEEN THE NORTHEASTERLY LINE OF SAID LOT 11 AND THE SOUTHWESTERLY LINE OF SAID LOT 9 TO A POINT IN SAID COMMON LINE;

THENCE, DEPARTING SAID COMMON LINE BETWEEN THE NORTHEASTERLY LINE OF SAID LOT 11 AND THE SOUTHWESTERLY LINE OF SAID LOT 9, TRAVERSING THROUGH SAID LOT 9, THE FOLLOWING **SEVEN (7) COURSES AND DISTANCES**:

- **N 26°58'03" E 246.05'** TO THE COMMON LINE OF THE SOUTHERNMOST NORTHEASTERLY LINE OF SAID TRACT 1 AND THE SOUTHWESTERLY LINE OF SAID TRACT 2;
- **N 26°58'03" E 114.99'**;
- **N 63°01'58" W 94.48'**;
- **N 63°01'54" W 147.45'** TO THE COMMON LINE OF THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID TRACT 1 AND THE NORTHWESTERLY LINE OF SAID TRACT 2;
- **N 63°01'54" W 173.12'**;
- **N 26°58'06" E 197.50'**;
- **S 63°01'54" E 174.01'** TO THE COMMON LINE OF THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID TRACT 1, SAME BEING THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID LOT 9 AND THE NORTHWESTERLY LINE OF SAID LOT 8;

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TBPLS FIRM REGISTRATION NO. LS-10074301



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LHR	REH	NONE	MAR. 2024	R0039691.02

3.976 ACRE DRAINAGE EASEMENT

LOCATED IN THE CITY OF MANOR
AND BEING OUT OF THE A.C.
CALDWELL SURVEY, ABSTRACT NO. 154,
TRAVIS COUNTY, TEXAS

PAGE 1 OF 4

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EXHIBIT A 3.976 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS

THENCE, DEPARTING SAID COMMON LINE BETWEEN THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID TRACT 1, SAME BEING THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID LOT 9 AND THE NORTHWESTERLY LINE OF SAID LOT 8, TRAVERSING THROUGH SAID LOT 8, THE FOLLOWING **TWO (2) COURSES AND DISTANCES**:

- **S 63°01'54" E 938.35'**;
- **S 27°14'06" W 72.19'** TO THE COMMON LINE OF THE SOUTHERNMOST NORTHEASTERLY LINE OF SAID TRACT 2, SAME BEING THE SOUTHERNMOST NORTHEASTERLY LINE OF SAID LOT 9 AND THE SOUTHWESTERLY LINE OF SAID LOT 8;

THENCE, DEPARTING SAID COMMON LINE BETWEEN THE SOUTHERNMOST NORTHEASTERLY LINE OF SAID TRACT 2, SAME BEING THE SOUTHERNMOST NORTHEASTERLY LINE OF SAID LOT 9 AND THE SOUTHWESTERLY LINE OF SAID LOT 8, TRAVERSING THROUGH SAID LOT 9, THE FOLLOWING **SIX (6) COURSES AND DISTANCES**:

- **S 27°20'07" E 13.30'**;
- **N 63°01'54" W 446.87'**;
- **S 26°58'06" W 112.01'**;
- **N 63°01'54" W 240.02'**;
- **S 26°58'04" W 115.03'** TO THE COMMON LINE OF THE SOUTHERNMOST NORTHEASTERLY LINE OF SAID TRACT 1 AND THE SOUTHWESTERLY LINE OF SAID TRACT 2;
- **S 26°58'04" W 246.01'** TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED DRAINAGE EASEMENT CONTAINING **3.976 ACRES (173,185 SQUARE FEET)** OF LAND, MORE OR LESS AS SHOWN ON THE ACCOMPANYING PLAT.

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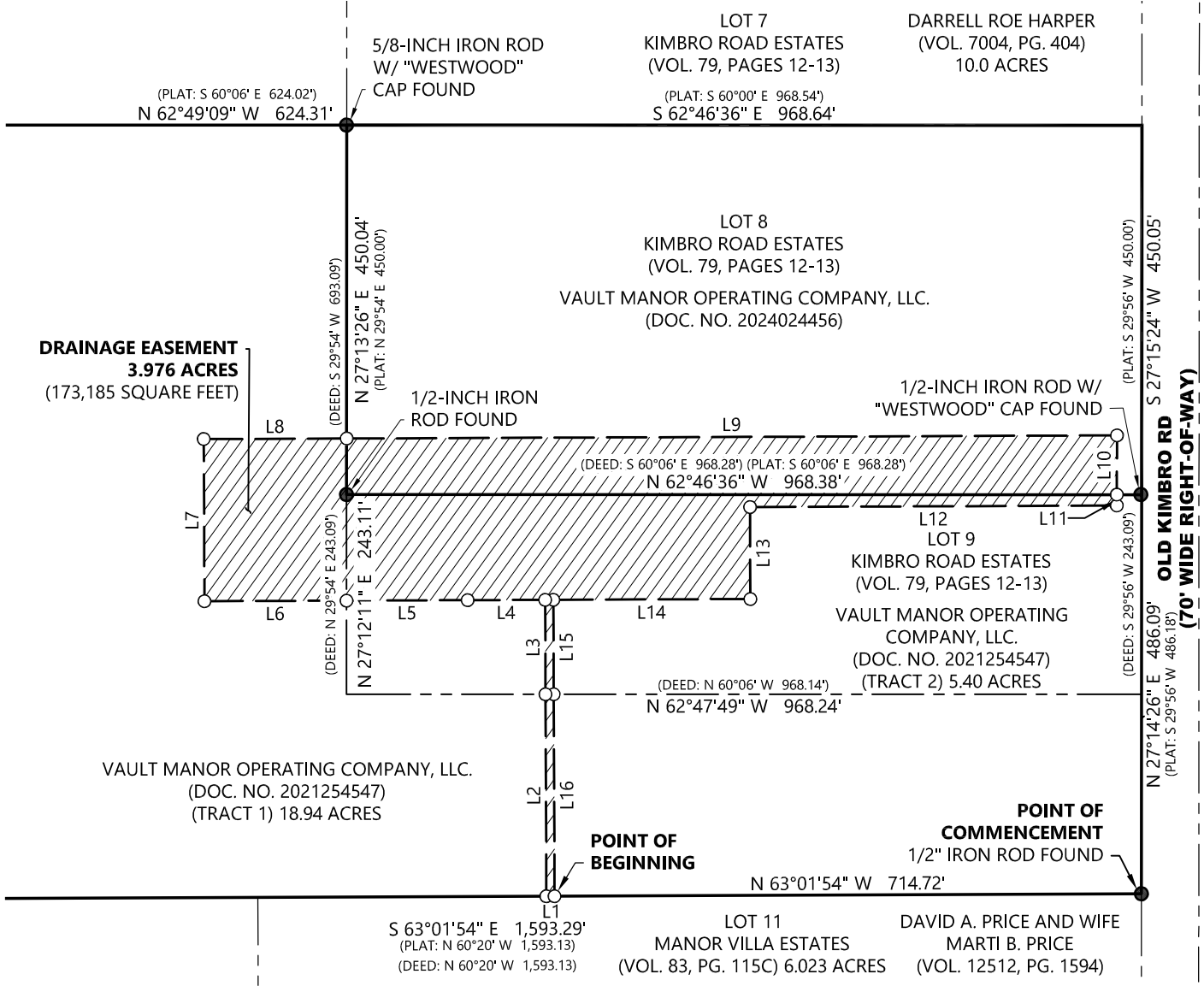
DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
LHR	REH	NONE	MAR. 2024	R0039691.02

3.976 ACRE DRAINAGE EASEMENT

LOCATED IN THE CITY OF MANOR
AND BEING OUT OF THE A.C.
CALDWELL SURVEY, ABSTARCT NO. 154,
TRAVIS COUNTY, TEXAS
PAGE 2 OF 4

EXHIBIT B 3.976 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS



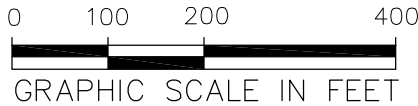
DRAINAGE EASEMENT
3.976 ACRES
(173,185 SQUARE FEET)

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE PLAT AND METES AND BOUNDS DESCRIPTION CONTAINED IN THIS EXHIBIT CONSTITUTE THE BOUNDARIES OF THE PROPOSED EASEMENT.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASED 3/25/24.

ROBERT E. HYSMITH DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5131



LEGEND	
	PROPERTY LINE
	OFF-SITE PROPERTY LINE
	EASEMENT LINE
	POINT FOR CORNER FOUND MONUMENT

FOR LINE TABLE
SEE PAGE 4

TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. LS-10074301

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT OF SURVEY.
2. BEARING SYSTEM FOR THIS SURVEY IS BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), TEXAS CENTRAL ZONE 4203. DISTANCES AND AREAS REFLECT THE APPLICATION OF THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00010.

3.976 ACRE DRAINAGE EASEMENT

LOCATED IN THE CITY OF MANOR
AND BEING OUT OF THE A.C.
CALDWELL SURVEY, ABSTRACT NO. 154,
TRAVIS COUNTY, TEXAS
PAGE 3 OF 4



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EXHIBIT B 3.976 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 63°01'54" W	10.00'
L2	N 26°58'03" E	246.05'
L3	N 26°58'03" E	114.99'
L4	N 63°01'58" W	94.48'
L5	N 63°01'54" W	147.45'
L6	N 63°01'54" W	173.12'
L7	N 26°58'06" E	197.50'
L8	S 63°01'54" E	174.01'

LINE TABLE		
LINE	BEARING	LENGTH
L9	S 63°01'54" E	938.35'
L10	S 27°14'06" W	72.19'
L11	S 27°20'07" W	13.30'
L12	N 63°01'54" W	446.87'
L13	S 26°58'06" W	112.01'
L14	N 63°01'54" W	240.02'
L15	S 26°58'04" W	115.03'
L16	S 26°58'04" W	246.01'

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**3.976 ACRE
DRAINAGE EASEMENT**
LOCATED IN THE CITY OF MANOR
AND BEING OUT OF THE A.C.
CALDWELL SURVEY, ABSTRACT NO. 154,
TRAVIS COUNTY, TEXAS
PAGE 4 OF 4

EXHIBIT A 0.602 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS

0.602 ACRES (26,217 SQUARE FEET) OF LAND IN TRAVIS COUNTY, TEXAS, BEING OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NO. 154, SAID 0.602 ACRES BEING A PART OF THAT CERTAIN LOT 9 OF THE KIMBRO ROAD ESTATES, A SUBDIVISION OF RECORD IN VOL. 79, PAGES 12-13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING A PART OF THAT CERTAIN 18.94 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED FROM KOPKE & MAREK INVESTMENTS, LLC. TO VAULT MANOR OPERATING COMPANY, LLC. DATED NOVEMBER 17, 2021, AND RECORDED IN DOCUMENT NO. 2021254547, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.602 ACRES BEING A PART OF THAT CERTAIN LOT 8 OF SAID KIMBRO ROAD ESTATES, SAME BEING A PART OF THAT CERTAIN LOT 8 DESCRIBED IN A SPECIAL WARRANTY DEED FROM JASON COLE RODMAN AS THE INDEPENDENT EXECUTOR OF THE ESTATE OF JEFFERSON OKRAE RODMAN, DECEASED, UNDER CAUSE NO. C-1-PB-23-001402, TRAVIS COUNTY, TEXAS TO VAULT MANOR OPERATING COMPANY, LLC. DATED MARCH 5, 2024, AND RECORDED IN DOCUMENT NO. 2024024456, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, SAID 0.602 ACRE DRAINAGE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION (BEARINGS ARE RELATIVE TO STATE PLANE COORDINATES, NAD83(2011), TEXAS CENTRAL ZONE. DISTANCES AND AREAS REFLECT THE APPLICATION OF THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00010 AND THUS REPRESENT SURFACE MEASUREMENTS.)

COMMENCING AT THE EASTERLY CORNER OF THAT CERTAIN LOT 11 OF THE MANOR VILLA ESTATES A SUBDIVISION OF RECORD IN VOL. 83, PAGE 115C OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAME BEING A PART OF THAT CERTAIN LOT 11 OF LAND DESCRIBED IN A WARRANTY DEED FROM ROBERT L. PUGH AND WIFE, NORMA B. PUGH TO DAVID A. PRICE AND WIFE, MARTI B. PRICE DATED AUGUST 29, 1995, AND RECORDED IN VOL. 12512, PG. 1594, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING THE SOUTHERLY CORNER OF SAID LOT 9, KIMBRO ROAD ESTATES, SAME BEING THE SOUTHERLY CORNER OF SAID 18.94 ACRE TRACT FOR A 1/2" IRON ROD FOUND IN THE NORTHWESTERLY LINE OF OLD KIMBRO ROAD (A 70-FOOT WIDE RIGHT-OF-WAY);

THENCE N 63°01'54" W 729.73' WITH THE COMMON LINE OF THE NORTHEASTERLY LINE OF SAID LOT 11 AND WITH THE SOUTHWESTERLY LINE OF SAID LOT 9 TO THE **POINT OF BEGINNING**;

THENCE N 63°01'54" W 10.00' WITH SAID COMMON LINE BETWEEN THE NORTHEASTERLY LINE OF SAID LOT 11 AND THE SOUTHWESTERLY LINE OF SAID LOT 9 TO A POINT IN SAID COMMON LINE;

THENCE, DEPARTING SAID COMMON LINE BETWEEN THE NORTHEASTERLY LINE OF SAID LOT 11 AND THE SOUTHWESTERLY LINE OF SAID LOT 9, TRAVERSING THROUGH SAID LOT 9, THE FOLLOWING **EIGHT (8) COURSES AND DISTANCES**:

- **N 26°58'12" E 42.94'**;
- **N 18°01'48" W 2.93'**;
- **N 63°01'48" W 445.04'**;
- **N 18°01'51" W 11.21'**;
- **N 26°58'06" E 845.36'**;
- **N 72°53'43" E 18.06'**;
- **S 63°06'20" E 42.02'**;
- **S 62°47'53" E 175.59'** TO A POINT IN THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID LOT 9, SAME BEING THE NORTHWESTERLY LINE OF SAID LOT 8;

THENCE, DEPARTING SAID COMMON LINE BETWEEN THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID LOT 9 AND THE NORTHWESTERLY LINE OF SAID LOT 8, TRAVERSING THROUGH SAID LOT 8, THE FOLLOWING **TWO (2) COURSES AND DISTANCES**:

- **S 62°41'54" E 694.47'**;
- **N 27°18'06" E 31.18'** TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 8, SAME BEING THE SOUTHWESTERLY LINE OF THAT CERTAIN LOT 7 OF SAID KIMBRO ROAD ESTATES, SAME BEING THE SOUTHWESTERLY LINE OF THAT CERTAIN 10.0 ACRE TRACT OF LAND DESCRIBED IN A CONTRACT OF SALE AND PURCHASE FROM VETERANS LAND BOARD OF TEXAS TO DARRELL ROE HARPER DATED JUNE 5, 1980, AND RECORDED IN VOL. 7004, PG. 404, DEED RECORDS OF TRAVIS COUNTY, TEXAS;

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TBPLS FIRM REGISTRATION NO. LS-10074301



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LHR	REH	NONE	MAR. 2024	R0039691.02

0.602 ACRE DRAINAGE EASEMENT

LOCATED IN THE CITY OF MANOR
AND BEING OUT OF THE A.C.
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TRAVIS COUNTY, TEXAS

PAGE 1 OF 4

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EXHIBIT A 0.602 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS

THENCE S 62°41'54" E 25.00' WITH THE COMMON LINE OF THE SOUTHWESTERLY LINE OF SAID LOT 7 AND WITH THE NORTHEASTERLY LINE OF SAID LOT 8;

THENCE, DEPARTING SAID COMMON LINE BETWEEN THE SOUTHWESTERLY LINE OF SAID LOT 7 AND WITH THE NORTHEASTERLY LINE OF SAID LOT 8, TRAVERSING THROUGH SAID LOT 8, THE FOLLOWING **TWO (2) COURSES AND DISTANCES**:

- **S 27°18'06" W 31.21'**;
- **S 62°41'54" E 249.15'** TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 8, SAME BEING THE NORTHWESTERLY LINE OF SAID OLD KIMBRO ROAD;

THENCE S 27°15'24" W 10.00' WITH THE COMMON LINE OF THE SOUTHEASTERLY LINE OF SAID LOT 8 AND THE NORTHWESTERLY LINE OF SAID OLD KIMBRO ROAD TO A POINT IN SAID COMMON LINE;

THENCE N 62°41'54" W 968.61' DEPARTING SAID COMMON LINE BETWEEN THE SOUTHEASTERLY LINE OF SAID LOT AND THE NORTHWESTERLY LINE OF SAID OLD KIMBRO ROAD, TRAVERSING THROUGH SAID LOT 8 TO A POINT IN THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID LOT 9, SAME BEING THE NORTHWESTERLY LINE OF SAID LOT 8;

THENCE, DEPARTING SAID COMMON LINE BETWEEN THE NORTHERNMOST SOUTHEASTERLY LINE OF SAID LOT 9 AND THE SOUTHEASTERLY LINE OF SAID LOT 9, TRAVERSING THROUGH SAID LOT 9, THE FOLLOWING **EIGHT (8) COURSES AND DISTANCES**:

- **N 62°47'53" W 175.54'**;
- **N 63°06'19" W 37.98'**;
- **S 72°53'43" W 9.78'**;
- **S 26°58'06" W 836.98'**;
- **S 18°01'51" E 2.93'**;
- **S 63°01'48" E 445.04'**;
- **S 18°01'48" E 11.21'**;
- **S 26°58'12" W 47.08'** TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED DRAINAGE EASEMENT CONTAINING **0.602 ACRES (26,217 SQUARE FEET)** OF LAND, MORE OR LESS AS SHOWN ON THE ACCOMPANYING PLAT.

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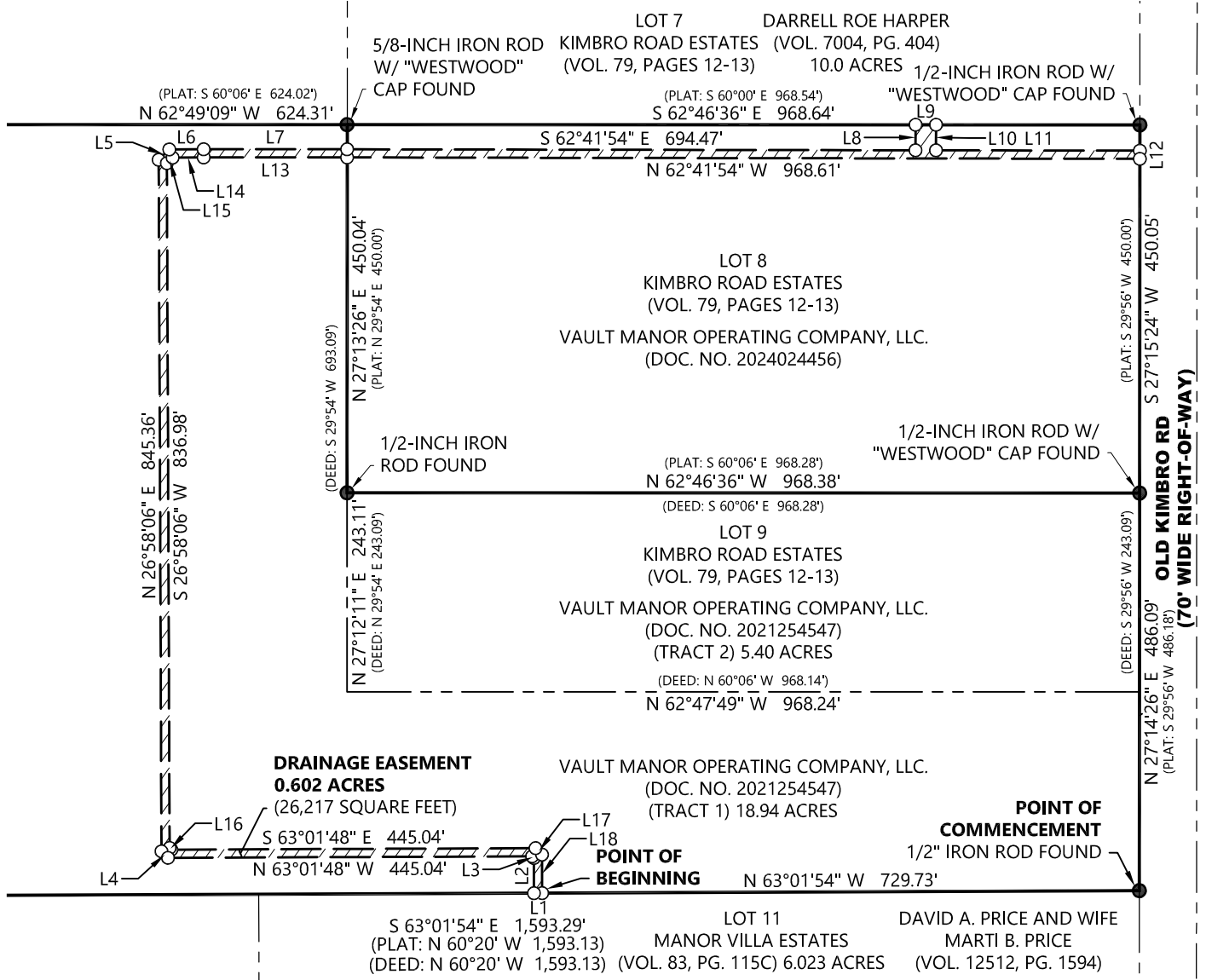
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LHR	REH	NONE	MAR. 2024	R0039691.02

0.602 ACRE DRAINAGE EASEMENT

LOCATED IN THE CITY OF MANOR
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CALDWELL SURVEY, ABSTRACT NO. 154,
TRAVIS COUNTY, TEXAS
PAGE 2 OF 4

EXHIBIT B 0.602 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS



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THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE PLAT AND METES AND BOUNDS DESCRIPTION CONTAINED IN THIS EXHIBIT CONSTITUTE THE BOUNDARIES OF THE PROPOSED EASEMENT.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASED 3/25/24.

ROBERT E. HYSMITH DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5131

0 100 200 400

GRAPHIC SCALE IN FEET

LEGEND	
—————	PROPERTY LINE
- - - - -	OFF-SITE PROPERTY LINE
- · - · -	EASEMENT LINE
○	POINT FOR CORNER
●	FOUND MONUMENT

FOR LINE TABLE
SEE PAGE 4

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT OF SURVEY.
2. BEARING SYSTEM FOR THIS SURVEY IS BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), TEXAS CENTRAL ZONE 4203. DISTANCES AND AREAS REFLECT THE APPLICATION OF THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00010.

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LHR	REH	1"=200'	MAR. 2024	R0039691.02

0.602 ACRE DRAINAGE EASEMENT

LOCATED IN THE CITY OF MANOR
AND BEING OUT OF THE A.C.
CALDWELL SURVEY, ABSTRACT NO. 154,
TRAVIS COUNTY, TEXAS
PAGE 3 OF 4

EXHIBIT B 0.602 ACRE DRAINAGE EASEMENT

PART OF A.C. CALDWELL SURVEY, ABSTRACT NO. 154,
CITY OF MANOR, TRAVIS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 63°01'54" W	10.00'
L2	N 26°58'12" E	42.94'
L3	N 18°01'48" W	2.93'
L4	N 18°01'51" W	11.21'
L5	N 72°53'43" E	18.06'
L6	S 63°06'20" E	42.02'
L7	S 62°47'53" E	175.59'
L8	N 27°18'06" E	31.18'
L9	S 62°46'36" E	25.00'

LINE TABLE		
LINE	BEARING	LENGTH
L10	S 27°18'06" W	31.21'
L11	S 62°41'54" E	249.15'
L12	S 27°15'24" W	10.00'
L13	N 62°47'53" W	175.54'
L14	N 63°06'19" W	37.98'
L15	S 72°53'43" W	9.78'
L16	S 18°01'51" E	2.93'
L17	S 18°01'48" E	11.21'
L18	S 26°58'12" W	47.08'

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DRAWN BY LHR	CHECKED BY REH	SCALE NONE	DATE MAR. 2024
		JOB NUMBER R0039691.02	

**0.602 ACRE
DRAINAGE EASEMENT**

LOCATED IN THE CITY OF MANOR
AND BEING OUT OF THE A.C.
CALDWELL SURVEY, ABSTRACT NO. 154,
TRAVIS COUNTY, TEXAS
PAGE 4 OF 4

AFFIDAVIT AS TO DEBTS AND LIENS

GF# NTS-100772-TX

State of Texas

County of Travis

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant, whether one or more) and each on his/her oath, deposes and swears that the following statements are true and within the personal knowledge of Affiant:

1. Affiant is the owner of the following described property (hereinafter the "Property"):

Lot 8, KIMBRO ROAD ESTATES, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 79, Pages 12-13, Plat Records of Travis County, Texas

2. Affiant is desirous to enter into that certain 0.602 Acre Drainage Easement Agreement and that certain 3.976 Acre Drainage Easement with the CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation situated in Travis County (hereinafter "City of Manor") for to access, install, construct, operate, use maintain repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission certain drainage facilities as applicable.
3. Affiant owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Affiant or the Property, and that no Federal or State liens have been filed against Affiant or the Property.
4. There are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against the Property and that no tax suit has been filed by any State, County, Municipality, Water District or other governmental agency for taxes levied against the Property.
5. All labor and material used in the construction of improvements, repairs or renovations, if any, on the Property have been paid in full and there no unpaid labor or material claims against the improvements, repairs, or renovations, if any, on the Property. All sums of money due for the erection of improvements, repairs, or renovations if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens against the Property.
6. No charges for assessments, improvements and services furnished by any governmental entity, including but not limited to assessments or liens for paving and/or mowing have been filed against the Property, and Affiant has no notice from a governmental agency that might result in future assessments or liens against the Property.
7. There are no liens or encumbrances including, but not limited to, mortgages, deeds of trust, judgment liens, tax liens, or unpaid to property owner association dues, known to me which affect the Property and are not being paid or satisfied in the current transaction.
8. There are no suits pending by or against Affiant in Federal or State Court, and Affiant is not aware of any law suit which may be filed against Affiant or that may affect the Property. There are no proceedings in bankruptcy or receivership currently instituted by or against Affiant.

[Signature to Follow]

VAULT MANOR OPERATING COMPANY, LLC,
a Texas limited liability company

By: PPC Land, LLC,
a Delaware limited liability company,
Its Manager

By: [Signature]
Drew Carden, President

STATE OF TEXAS }
 } ss
COUNTY OF HARRIS }

This instrument was sworn, subscribed, and acknowledged before me on this 29th day of April, 2024 by Drew Carden, President of PPC Land, LLC, a Delaware limited liability company, manager of Vault Manor Operating Company, LLC, a Texas limited liability company.

[Signature]

Notary Public State of Texas
Natalie M. Silva Ward

Notary Stamp





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a right-of-way dedication easement for Old Manor-Taylor Road.

BACKGROUND/SUMMARY:

Okra Land, Inc. (“Developer”) has requested vacating a portion of Old Manor-Taylor Road and the property owners adjacent to the right-of-way (ROW) are in agreement to have the ROW vacated and as consideration agree to dedicate the attached ROW easement. The city is in agreement with vacating a portion of the ROW in order to clear up ownership of the ROW, establish the width of the ROW, and have the attached ROW easement granted to the City. The attached right-of-way easement is provided for City Council consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Right-of-way easement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the right-of-way dedication easement for Old Manor-Taylor Road.

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

OLD MANOR-TAYLOR ROAD RIGHT-OF-WAY DEDICATION EASEMENT

DATE: _____, 2024

GRANTOR: Henrietta B. Velasquez, an individual, including its successors and assigns

GRANTOR'S MAILING ADDRESS (including county):

Henrietta B. Velasquez
14315 Old Manor Taylor Road
Manor, Texas 78653
Travis County

GRANTEE: City of Manor, a Texas municipal corporation, including its successors and assigns

GRANTEE'S MAILING ADDRESS (including county):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: None

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 0.006 acre right-of-way easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The right-of-way easement shall be dedicated to the public and used for the purpose of constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed facilities or improvements reasonably necessary and useful for a public right-of-way for streets, drives, drainage, public utilities, utility services, public places and other public uses (the "Facilities").

EXCEPTIONS TO WARRANTY: This conveyance is made and accepted subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property.

GRANT OF EASEMENT: Grantor, for the Consideration, and subject to the Exceptions to Warranty, does hereby grants, sells, conveys and dedicates unto Grantee and Grantee's successors and assigns a permanent, public right-of-way easement (the "Easement") in upon, over, on, under, above and across the Easement Property for the Easement Purpose, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Easement and the rights granted herein are exclusive, subject to all of the terms hereof.
2. The duration of the Easement is perpetual.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the same Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easements or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

Henrietta B. Velasquez

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Henrietta B. Velasquez, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

ACCEPTED:

Grantee: City of Manor, a Texas municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, Texas, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"
Legal Description and Sketch of the Right-of-Way Easement Property

[ATTACHED]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 202
Austin, Texas, 78735-7822

EXHIBIT " _____ "

**A PORTION OF
0.78 AC. HENRIETTE B. VELASQUEZ
(RIGHT-OF-WAY EASEMENT)**

**0.006 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.006 ACRES (APPROXIMATELY 263 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 0.78 ACRE TRACT CONVEYED TO HENRIETTA B. VELASQUEZ IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2002 AND RECORDED IN DOCUMENT NO. 2003002504 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.006 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the Approximate Centerline of Manor & Taylor Lane (R.O.W. Width not Specified) (Travis County Road Book, Precinct 1, Page 72), same being the east corner of a portion of an abandoned county road referenced in Documents Nos 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, being the south corner of a called 136.342 acre tract conveyed to Okra Land Incorporated in a Special Warranty Deed with Vendor's Lien, dated September 20, 2022 and recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas, being the south corner of a 1.00 acre tract described in Volume 12592, Page 1305 of the Real Property Records of Travis County, Texas, same being an angle point in the north line of a 32.950 acre tract conveyed in a Special Warranty Deed to Timmerman Commercial Development, LP, dated November 30, 2020 and recorded in Document No. 2020230923 of the official Public Records of Travis County, Texas, said 32.950 acres being as a portion of a called 55.312 acres, save and except the following two tract: 1) that certain 9.173 acre tract described in Document No. 2002093083 of the Official Public Records of Travis County, Texas, 2) that certain 13.189 acre tract described in Document No. 2017062033 of the Official Public Records of Travis County, Texas, and being the east corner of an Open Space/Drainage Lot of Shadowglen Phase 2, Section 25-26, according to the Map or Plat thereof recorded in Document No. 202100182 of the Official Public Records of Travis County, Texas;

THENCE North 27°02'56" East, with the approximate centerline of said Manor & Taylor Lane, same being the southeast line of the 136.342 acre tract, also being the northwest line of said 1.00 acre tract, and the northwest line of said 0.78 acre tract, a distance of **700.94 feet** to a calculated for the **POINT OF BEGINNING** and the west corner of herein described tract;

THENCE North 27°02'56" East, continuing with the approximate centerline of the Manor & Taylor Lane, with the southeast line of the 136.342 acre tract and the northwest line of the 0.78 acre tract, a distance of **37.94 feet** to a 1/2" rebar with "Chaparral" cap found in the west right-of-way line of F.M.973 (right-of-way width varies) as shown on CSJ 1200-02-022, being in the east line of the 136.342 acre tract, and being the north corner of the 0.78 acre tract and the herein described tract, from which a 1/2" rebar found for a point of curvature in the west right-of-way line of said F.M. 973 at Station 42+622.414 - 30.480 meters right, bears along said curve to the right, having a radius of 612.86 feet, a central angle of 17°51'34", an arc length of 191.03 feet and a chord that bears North 18°03'47" East, a distance of 190.26 feet;

THENCE with the west curving right-of-way line to the left, having a radius of **612.86 feet**, a central angle of **3°57'16"**, an arc length of **42.30 feet** and a chord that bears **South 07°09'23" West**, a distance of **42.29 feet** to a calculated point for the south corner of the herein described tract, from which a TxDot Type II Monument with Disk found for a point of tangency in the west right-of-way line of F.M. 973 at Station 42+766.692 - 30.480 meters, bears along a curve to the left, having a radius of 612.86 feet a central angle of 24°56'06", an arc length of 266.72 feet, and a chord that bears South 07°17'18" East, a distance of 264.62 feet;

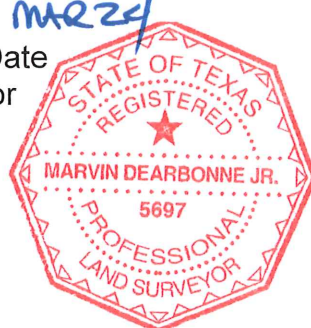
THENCE North 55°44'02" West, crossing the 0.78 acre tract, a distance of **14.50 feet** to the **POINT OF BEGINNING**, of herein described tract, and containing 0.006 acres of land, more or less.

Surveyed on the ground June 2023. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-RE1.dwg

Marvin Dearbonne Jr.
Marvin Dearbonne Jr.
Registered Professional Land Surveyor
State of Texas No. 5697
T.B.P.E.L.S. Firm No. 10124500

19 MAR 24
Date



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.006 ACRES (APPROXIMATELY 263 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 0.78 ACRE TRACT CONVEYED TO HENRIETTA B. VELASQUEZ IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2013 AND RECORDED IN DOCUMENT NO. 2003002504 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

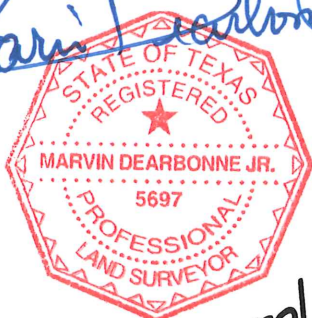
CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	612.86'	3°57'16"	42.30'	S07°09'23"W	42.29'
C2	612.86'	17°51'34"	191.03'	N18°03'47"E	190.26'
C3	612.86'	24°56'06"	266.72'	S07°17'18"E	264.62'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N27°02'56"E	37.94'
L2	N55°44'02"W	14.50'
L3	N63°25'37"W	25.86'

LEGEND

- ^{CH} 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ TxDOT TYPE II DISK FOUND
- △ CALCULATED POINT
- ⊙ FENCE POST FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- () RECORD INFORMATION

Marvin Dearbonne Jr. 19 MAR 24



DATE OF SURVEY: 06/08/2023
 PLOT DATE: 03/18/24
 DRAWING NO.: 496-002-RE1
 PROJECT NO.: 496-002
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: EMD
 SHEET 1 OF 3

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 496-002-RE1

SHEET 3 OF 3
SHEET 2 OF 3

0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)

SUMNER BACON
SURVEY NO. 62

1.00 ACRE
FRANK VELASQUEZ
(12592/1305)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)



1" = 60'

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

APPARENT R.O.W. OF
MANOR & TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

(N27°02'56"E 738.58')

N27°02'56"E 700.94'
(N30°00'00"E 399.25')

32.950 ACRES
TIMMERMAN COMMERCIAL
DEVELOPMENTS, LP
(2020230923)

SAID 32.950 ACRES
BEING A PORTION OF
A CALLED 55.312 ACRES
SAVE AND EXCEPT
THE FOLLOWING 2 TRACTS
9.173 ACRES
(2002093083)
13.189 ACRES
(2017062033)

P.O.C.

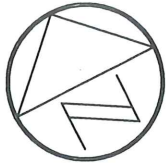
L3

PORTION OF ABANDONED
COUNTY ROAD REFERRED
TO IN DOC. 2001205199,
2000046321 & 202100182

OPEN SPACE/DRAINAGE LOT
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)

APPROXIMATE SURVEY LINE
GREENBURY GATES
SURVEY NO. 63

Chaparral



1" = 60'

TXDOT CL STATION
42+622.414
30.480M RT
(100.00')

APPROXIMATE SURVEY LINE

GREENBURY GATES
SURVEY NO. 63

SUMNER BACON
SURVEY NO. 62

RIGHT-OF-WAY
EASEMENT
0.006 ACRES
APPROX. 263 SQ. FT.

PROPOSED
VIDALIA STREET
(64' R.O.W.)

P.O.B.

APPARENT R.O.W. OF
MANOR & TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

F.M. 973
(VARIABLE WIDTH R.O.W.)
(CSJ: 1200-02-022)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

(N27°02'56"E 738.58')
N27°02'56"E 700.94'
(N30°00'00"E 325.66')

TXDOT CL STATION
42+766.692
30.480M RT
(100.00')

0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)

SHEET 3 OF 3
SHEET 2 OF 3

1.00 ACRE
FRANK VELASQUEZ
(12592/1305)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a wastewater easement for the Okra Development.

BACKGROUND/SUMMARY:

Okra Land, Inc. (“Developer”) has requested vacating a portion of Old Manor-Taylor Road and the property owners adjacent to the right-of-way (ROW) are in agreement to have the ROW vacated and as consideration agree to dedicate the attached wastewater easement. City is in agreement with vacating a portion of the ROW in order to clear up ownership of the ROW, establish the width of the ROW and have the attached wastewater easement granted to the City. The attached wastewater easement is provided for City Council consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- wastewater easement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the wastewater easement for the Okra Development.

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

WASTEWATER EASEMENT

DATE: _____, 2024

GRANTOR: Frank Velasquez, an individual, including his successors and assigns

GRANTOR'S MAILING ADDRESS (including county):

Frank Velasquez
14301 Old Manor Taylor Road
Manor, Texas 78653
Travis County

GRANTEE: City of Manor, a Texas municipal corporation, including its successors and assigns

GRANTEE'S MAILING ADDRESS (including county):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: None

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 0.006 acre wastewater easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The wastewater easement shall be used for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the Easement Property (the "Facilities").

EXCEPTIONS TO WARRANTY: This conveyance is made and accepted subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property.

GRANT OF EASEMENT: Grantor, for the Consideration, and subject to the Exceptions to Warranty, does hereby grants, sells, and conveys unto Grantee and Grantee's successors and assigns a permanent, wastewater easement (the "Easement") in upon, over, on, under, above and across the Easement Property for the Easement Purpose.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Easement and the rights granted herein are exclusive, subject to all of the terms hereof.
2. The duration of the Easement is perpetual.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the same Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easements or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

Frank Velasquez

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Frank Velasquez, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

ACCEPTED:

Grantee: City of Manor, a Texas municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, Texas, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"
Legal Description and Sketch of the Wastewater Easement Property

[ATTACHED]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 202
Austin, Texas, 78735-7822

EXHIBIT " _____ "

**PORTION OF
1.00 AC. FRANK VELASQUEZ
(WASTEWATER EASEMENT)**

**0.006 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.006 ACRES (APPROXIMATELY 279 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 1.00 ACRE TRACT CONVEYED TO FRANK VELASQUEZ IN A SPECIAL WARRANTY DEED DATED NOVEMBER 2, 1995 AND RECORDED IN VOLUME 12592, PAGE 1305 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.171 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING to a 1/2" rebar with "Chaparral" cap found in the west right-of-way line of F.M.973 (right-of-way width varies) as shown on CSJ 1200-02-022, also being in the approximate centerline of Manor & Taylor Lane, being in the east line of a 136.342 acre tract conveyed to Okra Land Incorporated in a Special Warranty Deed with Vendor's Lien, dated September 20, 2022 and recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas, and being the north corner of the 0.78 acre tract conveyed to Henrietta B. Velasquez in a Special Warranty Deed dated December 27, 2002 and recorded in Document No. 2003002504 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found for a point of curvature in the west right-of-way line of said F.M. 973 at Station 42+622.414 - 30.480 meters right, bears along said curve to the right, having a radius of 612.86 feet, a central angle of 17°51'34", an arc length of 191.03 feet and a chord that bears North 18°03'47" East, a distance of 190.26 feet, also from which a TxDot Type II Monument with Disk found for a point of tangency in the west right-of-way line of F.M. 973 at Station 42+766.692 - 30.480 meters, bears along said curve to the left, having a radius of 612.86 feet a central angle of 28°53'22", an arc length of 309.01 feet, and a chord that bears South 05°18'40" East, a distance of 305.75 feet;

THENCE South 27°02'56" West, with said approximate centerline of the Manor & Taylor Lane, same being the southeast line of the 136.342 acre tract, also being the northwest line of said 0.78 acre tract and said 1.00 acre tract, a distance of **699.47 feet** to a calculated point on the southeast line of the 136.342 acre tract, same being the northwest line of the 1.00 acre tract, and being the **POINT OF BEGINNING** and the north corner of herein described tract;

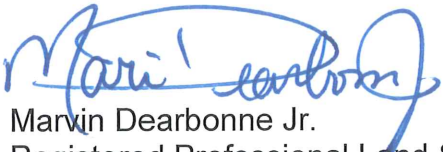
THENCE South 62°07'10" East, crossing the 1.00 acre tract, a distance of **14.18 feet** to a calculated point on the south line of the 1.00 acre tract, same being on the north line of a 32.950 acre tract conveyed in a Special Warranty Deed to Timmerman Commercial Development, LP, dated November 30, 2020 and recorded in Document No. 2020230923 of the official Public Records of Travis County, Texas, said 32.950 acres being a portion of a called 55.312 acres, save and except the following two tract: 1) that certain 9.173 acre tract described in Document No. 2002093083 of the Official Public Records of Travis County, Texas, 2) that certain 13.189 acre tract described in Document No. 2017062033 of the Official Public Records of Travis County, Texas, said point being the east corner of the herein described tract;

THENCE South 46°56'06" West, with the south line of the 1.00 acre tract and the north line of the 32.950 acre tract, a distance of **41.69 feet** to a 1/2" rebar found for the east corner of a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, being in the approximate centerline of the Manor & Taylor Lane, same being the south corner of the 136.342 acre tract, being the east corner of an Open Space/Drainage Lot of Shadowglen Phase 2, Section 25-26, according to the Map or Plat thereof recorded in Document No. 202100182 of the Official Public Records of Travis County, Texas, being an angle point in the north line of the 32.950 acre tract and being the south corner of the 1.00 acre tract and the herein described tract, from which a 1/2" rebar with "Chaparral" cap found for the west corner of the 136.342 acre tract, same being in the east line of a 350.744 acre tract conveyed to Meritage Homes of Texas, LLC, in a Correction Special Warranty Deed, dated July 7, 2023 and recorded in Document No. 2023082673 of the Official Public Records of Travis County, Texas, also being the north corner of a 200.38 acre tract conveyed to the City of Manor in a Special Warranty Deed dated July 11, 2012 and recorded in Document No. 2012141817 of the Official Public Records of Travis County, Texas bears, North 63°25'37" West, a distance of 25.86 feet to a fence post found for the northeast corner of Lot 38, Block P, Shadowglen Phase 2, Sections 25-26, a subdivision of record in Document No. 202100182 of the Official Public Records of Travis County, Texas, and North 62°07'10" West, a distance of 5007.27 feet;

THENCE North 27°02'56" East, with the approximate centerline of the Manor & Taylor Lane, with the southeast line of the 136.342 acre tract and the northwest line of the 1.00 acre tract, a distance of **39.41 feet** to the **POINT OF BEGINNING** of the herein described tract, and containing 0.006 acres of land, more or less.

Surveyed on the ground June 2023. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-WWE3.dwg



Marvin Dearbonne Jr.
Registered Professional Land Surveyor
State of Texas No. 5697
T.B.P.E.L.S. Firm No. 10124500

19 MAR 24

Date

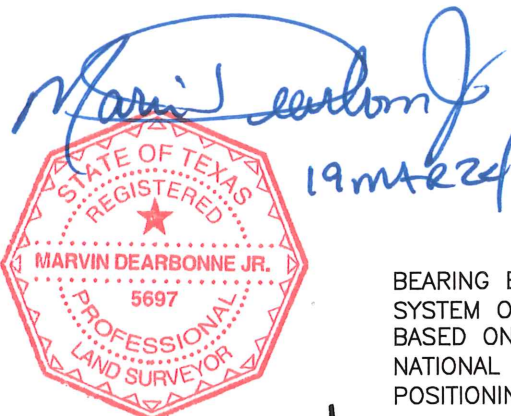


SKETCH TO ACCOMPANY A DESCRIPTION OF 0.006 ACRES (APPROXIMATELY 279 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 1.00 ACRE TRACT CONVEYED TO FRANK VELASQUEZ IN A SPECIAL WARRANTY DEED DATED NOVEMBER 2, 1995 AND RECORDED IN VOLUME 12592, PAGE 1305 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	612.86'	17°51'34"	191.03'	N18°03'47"E	190.26'
C2	612.86'	28°53'22"	309.01'	S05°18'40"E	305.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S62°07'10"E	14.18'
L2	S46°56'06"W	41.69'
L3	N27°02'56"E	39.41'
L4	N63°25'37"W	25.86'

LEGEND	
● ^{CH}	1/2" REBAR WITH "CHAPARRAL" CAP FOUND
●	1/2" REBAR FOUND (OR AS NOTED)
⊙	TxDOT TYPE II DISK FOUND
△	CALCULATED POINT
⊗	FENCE POST FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
()	RECORD INFORMATION

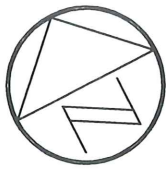


DATE OF SURVEY: 06/08/2023
 PLOT DATE: 03/19/24
 DRAWING NO.: 496-002-WWE3
 PROJECT NO.: 496-002
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: EMD
 SHEET 1 OF 3

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 496-002-WWE3



1" = 60'

TXDOT CL
STATION
42+622.414
30.480M RT
(100.00')

SUMNER BACON
SURVEY NO. 62

GREENBURY GATES
SURVEY NO. 63

APPROXIMATE SURVEY LINE

P.O.C.

CH

APPARENT R.O.W. OF
MANOR & TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

F.M. 973
(VARIABLE WIDTH R.O.W.)
(CSJ: 1200-02-022)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

(S30°00'00"W 325.66')
S27°02'56"W 699.47'

TXDOT CL
STATION
42+766.692
30.480M RT
(100.00')

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)

SHEET 3 OF 3
SHEET 2 OF 3

1.00 ACRE
FRANK VELASQUEZ
(12592/1305)

SHEET 3 OF 3
SHEET 2 OF 3

0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)



1" = 60'

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

1.00 ACRE
FRANK VELASQUEZ
(12592/1305)

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

**APPARENT R.O.W. OF
MANOR & TAYLOR LANE**
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

(S30°00'00"W 399.25')
S27°02'56"W 699.47'

32.950 ACRES
TIMMERMAN COMMERCIAL
DEVELOPMENTS, LP
(2020230923)

SUMNER BACON
SURVEY NO. 62

SAID 32.950 ACRES
BEING A PORTION OF
A CALLED 55.312 ACRES
SAVE AND EXCEPT
THE FOLLOWING 2 TRACTS
9.173 ACRES
(2002093083)
13.189 ACRES
(2017062033)

PROPOSED
WASTEWATER
EASEMENT

P.O.B.

350.744 ACRES
MERITAGE HOMES
OF TEXAS, LLC.
(2023082673)

N62°07'10"W 5007.27'
(N62°07'05"W 5007.30')

0.006 ACRES
APPROX. 279 SQ. FT.

CH

200.38 ACRES
CITY OF MANOR
(2012141817)

PORTION OF ABANDONED
COUNTY ROAD REFERRED
TO IN DOC. 2001205199,
2000046321 & 202100182

LOT 38, BLOCK P
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)

APPROXIMATE SURVEY LINE
GREENBURY GATES
SURVEY NO. 63



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an electric, water, and lift station easement for the Okra development.

BACKGROUND/SUMMARY:

Developer granted the City a Wastewater Utility and Lift Station Easement under Document No. 2023012392 in January 2023. The Developer wishes to update the wastewater utility and lift station easement to correct provisions in the easement previously granted including the type of easement granted. The City Council is also considering a partial release of the previous easement provided this new updated easement is executed and approved by City Council. The attached easement is provided for City Council consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Electric, water and lift station easement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the electric, water and lift station easement for the Okra Development.

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRIC, WATER AND LIFT STATION EASEMENT

DATE: _____, 2024

GRANTOR: **OKRA LAND INC.**, a Texas corporation, including its successors and assigns

GRANTOR'S MAILING ADDRESS (including county):

Okra Land Inc.
9505 Johnny Morris Road
Austin, Texas 78724
Travis County

GRANTEE: **CITY OF MANOR**, a Texas home-rule municipal corporation, including its successors and assigns

GRANTEE'S MAILING ADDRESS (including county):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: **NONE**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

Tract 1: A 0.312 acre electric and water easement tract (approximately 13,594 Sq. Ft.) located in the Sumner Bacon Survey No. 62, Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property; and

Tract 2: A 0.229 acre lift station easement tract (approximately 9,985 Sq. Ft.) located in the Sumner Bacon Survey No. 62, Travis County, Texas, as more particularly described in Exhibit "B" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "B" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

Tracts 1 and 2 are collectively referred to herein as the "Property."

EASEMENT PURPOSE: The electric and water easement and lift station easement are dedicated to the public and shall be used solely for the purpose of placing, constructing, installing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, installed, operated, repaired, maintained, rebuilt, replaced, relocated and removed a lift station, structures, related facilities and appurtenances, and making connections thereto, or improvements reasonably necessary and useful for water mains, lines and pipes, and for the supplying of water service in, upon, under and across the Property; and structures, related facilities and appurtenances, and making connections thereto, or improvements reasonably necessary and useful for the supplying of electric service in, upon, under and across the Property; and for maintaining the Property by clearing and removing vegetation, litter, and debris (collectively, the “Facilities”).

EXCEPTIONS TO WARRANTY: This conveyance is made and accepted subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, or apparent on the ground to the extent that the same are in effect and validly enforceable against the Easement Property.

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, and subject to the Exceptions to Warranty, does hereby grants, sells, and conveys unto Grantee and Grantee’s successors and assigns a permanent, electric and water easement and a lift station easement (collectively the “Easement”) in upon, over, on, under, above and across the Easement Property more fully described and as shown in Exhibits “A” and “B” attached hereto for the Easement Purpose.

COVENANTS AND CONDITIONS: The Easement granted is subject to the following covenants and conditions:

1. The Easement and the rights granted herein are exclusive, subject to all of the terms hereof.
2. The duration of the Easement is perpetual.
3. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee’s use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long a such use does not unreasonably interfere with or prevent Grantee’s use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvements to exercise Grantee’s rights hereunder.
4. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the Easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the Easement.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever. Grantor does hereby binds itself, its heirs, executors, successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

[Separate signature pages follow this page.]

GRANTOR:

Okra Land, Inc.,
a Texas Corporation

By: _____
Dalton H. Wallace, President

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____ 2024, by Dalton H. Wallace, as President of Okra Land, Inc., a Texas corporation, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2024.

(SEAL)

Notary Public - State of Texas
My commission expires: _____

ACCEPTED:

Grantee: City of Manor, a Texas municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Mayor, on behalf of the City of Manor, Texas, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public - State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

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

Exhibit "A"

[ATTACHED]

Exhibit “B”

[ATTACHED]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 202
Austin, Texas, 78735-7822

EXHIBIT " _____ "

**PORTION OF
136.342 AC. OKRA LAND INCORPORATED
(ELECTRIC AND WATER EASEMENT)**

**0.312 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.312 ACRES (APPROXIMATELY 13,594 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO OKRA LAND INCORPORATED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED SEPTEMBER 20, 2022 AND RECORDED IN DOCUMENT NO. 2022173856 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.312 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch rebar found for the southeast corner of said 136.342 acre tract, being the south corner of a 0.896 acre tract described in Document No. 2004019177 of the Official Public Records of Travis County, Texas, also being the west line of a 32.950 acre tract described in Document No. 2020230923 of the Official Public Records of Travis County, Texas, being the approximate centerline of Manor and Taylor Lane as shown in Travis County Road Book, Precinct 1, Page 72, also being a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, Texas;

THENCE North 63°25'37" West, with the south line of the 136.342 acre tract, being the north line of said abandoned road, a distance of **25.86 feet** to a fencepost found for the northeast corner of Lot 38, Block P, Shadowglen Phase 2, Sections 25-26, a subdivision of record in Document No. 202100182 of the Official Public Records of Travis County, Texas;

THENCE North 62°07'10" West, with the south line of the 136.342 acre tract, being the north line of said Lot 38, the north line of Lot 1, Block P of said Shadowglen Phase 2, Sections 25-26, the north terminus of Silent Falls Lane (60' right-of-way width) as described in Document No. 202100181 of the Official Public Records of Travis County, Texas, the north line of Lot 24, Block T of Shadowglen Phase 2, Section 28, a subdivision of record in said Document No. 202100181, a distance of **2514.06 feet** to a calculated point in the north terminus of Caldera Way (50' right-of-way width) as described in said Document No. 202100181, also being in the south line of the 136.342 acre tract and being the **POINT OF BEGINNING** of herein described tract;

THENCE North 62°07'10" West, with the south line of the 136.342 acre tract, being the north line of said north terminus of Caldera Way, the north line of Lot 1, Block F of Shadowglen Phase 2, Sections 27A-28B, a subdivision of record in Document No. 202100183 of the Official Records of Travis County, Texas, a distance of **542.46 feet** to a calculated point in the north line of said Lot 1, Block F, being the south line of the 136.342 acre tract;

THENCE crossing the 136.342 acre tract the following five (5) courses and distances:

1. **North 27°45'30" East**, a distance of **157.20 feet** to a calculated point, from which a 1/2 inch rebar with "Chaparral" cap found for an angle point in the north line of the 136.342 acre tract, being the south line of a 123.550 acre tract described in Document No. 2021275494 of the Official Public Records of Travis County, Texas, bears North 15°09'19" East, a distance of 1168.05 feet;
2. **South 62°07'10" East**, a distance of **20.00 feet** to a calculated point;
3. **South 27°45'30" West**, a distance of **137.20 feet** to a calculated point;
4. **South 62°07'10" East**, a distance of **522.50 feet** to a calculated point;
5. **South 27°52'50" West**, a distance of **20.00 feet** to the **POINT OF BEGINNING**, and containing 0.312 acres of land, more or less.

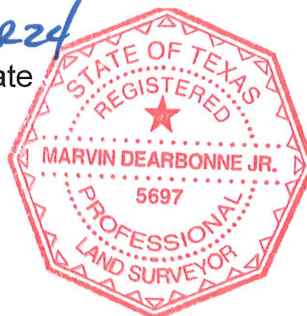
Surveyed on the ground June 2023. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-EWE

Marvin Dearbonne Jr.
Marvin Dearbonne Jr.

21 MAR 2024
Date

Registered Professional Land Surveyor
State of Texas No. 5697
T.B.P.E.L.S. Firm No. 10124500



496-002-EWE

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.312 ACRES (APPROXIMATELY 13,594 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO OKRA LAND INCORPORATED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED SEPTEMBER 20, 2022 AND RECORDED IN DOCUMENT NO. 2022173856 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°25'37"W	25.86'
L2	N62°07'10"W	2514.06'
L3	N62°07'10"W	542.46'
L4	N27°45'30"E	157.20'
L5	N15°09'19"E	1168.05'
L6	S62°07'10"E	20.00'
L7	S27°45'30"W	137.20'
L8	S62°07'10"E	522.50'
L9	S27°52'50"W	20.00'

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- ⊙ FENCE POST FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- () RECORD INFORMATION

DATE OF SURVEY: 06/08/2023
 PLOT DATE: 03/21/2024
 DRAWING NO.: 496-002
 PROJECT NO.: 496-002-EWE
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: EMD
 SHEET 1 OF 3



Marvin Dearbonne Jr.
21 MAR 24

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).
 ATTACHMENTS: METES AND BOUNDS DESCRIPTION 486-002-EWE

123.550 ACRES
MONARCH RANCH AT MANOR
(2021275494)

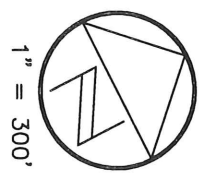
136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

BACON
SUMNER SURVEY NO. 62

APPROXIMATE
SURVEY LINE

F.M. 973

GREENBURY
GATES
SURVEY
NO. 63



APPARENT R.O.W. OF MANOR &
TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK,
PRECINCT 1 PAGE 72)

APPROXIMATE
CENTERLINE OF
MANOR &
TAYLOR LANE

0.896 ACRE
ROY VELASQUEZ
(2004019177)

P.O.C.
PORTION OF
ABANDONED
COUNTY ROAD
REFERRED
TO IN DOC.
2001205199,
2000046321 &
202100182

32.950 ACRES
TIMMERMAN
COMMERCIAL
DEVELOPMENTS, LP
(2020230923)

L2

SHEET 3 OF 3
SHEET 2 OF 3

LOT 24, BLOCK T
SHADOWGLEN PHASE 2
SECTION 28
(202100181)

SILENT FALLS WAY
(60' R.O.W. WIDTH)
(202100181)

LOT 1, BLOCK P
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)

LOT 38, BLOCK P
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)



SHEET 2 OF 3



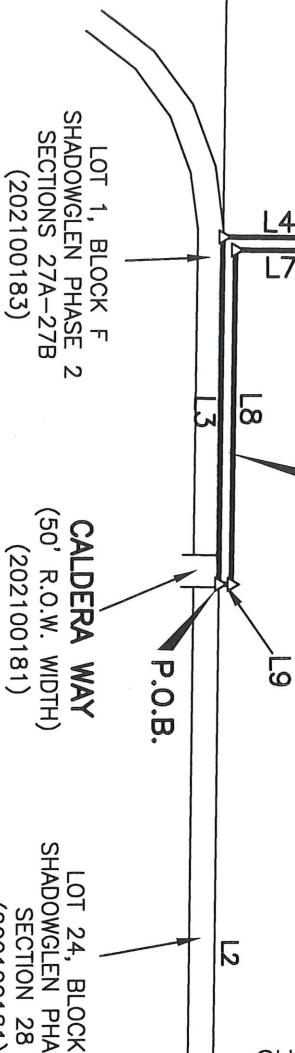
1" = 300'

123.550 ACRES
MONARCH RANCH AT MANOR
(2021275494)

SUMNER BACON
SURVEY NO. 62

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

20' ELECTRIC AND
WATER EASEMENT
0.312 ACRES
APPROX. 13,594 SQ. FT.



SHEET 3 OF 3
SHEET 2 OF 3





Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 202
Austin, Texas, 78735-7822

EXHIBIT “ _____ ”

**PORTION OF
136.342 AC. OKRA LAND INCORPORATED
(LIFT STATION EASEMENT)**

**0.229 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.229 ACRES (APPROXIMATELY 9,985 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO OKRA LAND INCORPORATED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED SEPTEMBER 20, 2022 AND RECORDED IN DOCUMENT NO. 2022173856 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.229 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch rebar found for the southeast corner of said 136.342 acre tract, being the south corner of a 0.896 acre tract described in Document No. 2004019177 of the Official Public Records of Travis County, Texas, also being the west line of a 32.950 acre tract described in Document No. 2020230923 of the Official Public Records of Travis County, Texas, being the approximate centerline of Manor and Taylor Lane as shown in Travis County Road Book, Precinct 1, Page 72, also being a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, Texas;

THENCE North 63°25'37" West, with the south line of the 136.342 acre tract, being the north line of said abandoned road, a distance of **25.86 feet** to a fencepost found for the northeast corner of Lot 38, Block P, Shadowglen Phase 2, Sections 25-26, a subdivision of record in Document No. 202100182 of the Official Public Records of Travis County, Texas;


THENCE North 62°07'10" West, with the south line of the 136.342 acre tract, being the north line of said Lot 38, the north line of Lot 1, Block P of said Shadowglen Phase 2, Sections 25-26, the north terminus of Silent Falls Lane (60' right-of-way width) as described in Document No. 202100181 of the Official Public Records of Travis County, Texas, the north line of Lot 24, Block T of said Shadowglen Phase 2, Section 28, a subdivision of record in said Document No. 202100181, the North Terminus of Caldera Way (50' right-of-way width) as described in Document No. 202100181, and a portion of the north line of Lot 1, Block F, Shadowglen Phase 2, Sections 27A-27B described in Document No. 202100183 of the Official Public Records of Travis County, Texas, a distance of **3056.82 feet** to a calculated point;

THENCE crossing the 136.342 acre tract the following five (5) courses and distances:

1. **North 27°52'50" East**, a distance of **144.19 feet** to a calculated point for the **POINT OF BEGINNING** of herein described tract;
2. **North 62°07'10" West**, a distance of **100.00 feet** to a calculated point;
3. **North 27°45'30" East**, a distance of **99.74 feet** to a calculated point;
4. **South 62°14'30" East**, a distance of **100.00 feet** to a calculated point, from which a 1/2 inch rebar with "Chaparral" cap found for an angle point in the north line of the 136.342 acre tract, being the south line of a 123.550 acre tract described in Document No. 2021275494 of the Official Public Records of Travis County, Texas, bears North 14°09'07" East, a distance of 1083.37 feet;
5. **South 27°45'30" West**, a distance of **99.96 feet** to the **POINT OF BEGINNING**, of herein described tract, containing 0.229 acres of land, more or less.

Surveyed on the ground June 2023. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-LSE


 Marvin Dearbonne Jr.
 Registered Professional Land Surveyor
 State of Texas No. 5697
 T.B.P.E.L.S. Firm No. 10124500

Date **21 mar 24**



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.229 ACRES (APPROXIMATELY 9,985 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO OKRA LAND INCORPORATED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED SEPTEMBER 20, 2022 AND RECORDED IN DOCUMENT NO. 2022173856 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°25'37"W	25.86'
L2	N62°07'10"W	3056.82'
L3	N27°52'50"E	144.19'
L4	N62°07'10"W	100.00'
L5	N27°45'30"E	99.74'
L6	S62°14'30"E	100.00'
L7	S27°45'30"W	99.96'
L8	N14°09'07"E	1083.37'

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- ⊗ FENCE POST FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION



Marvin Dearbonne Jr.
21MAR24

DATE OF SURVEY: 6/8/2023
 PLOT DATE: 03/21/2024
 DRAWING NO.: 496-002-LSE
 PROJECT NO.: 496-002
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: EMD
 SHEET 1 OF 2

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 496-002-LSE





1" = 400'

123.550 ACRES
MONARCH RANCH AT MANOR
(2021275494)

SUMNER BACON
SURVEY NO. 62

GREENBURY
GATES
SURVEY
NO. 63

APPROXIMATE
SURVEY LINE

F.M. 973

APPROXIMATE
CENTERLINE OF
MANOR &
TAYLOR LANE

LIFT STATION
EASEMENT
0.229 ACRES
APPROX. 9,985 SQ. FT.

APPARENT R.O.W. OF MANOR &
TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK,
PRECINCT 1 PAGE 72)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

0.896 ACRE
ROY VELASQUEZ
(2004019177)

P.O.C.
PORTION OF
ABANDONED
COUNTY ROAD
REFERRED
TO IN DOC.
2001205199,
2000046321 &
202100182

32.950 ACRES
TIMMERMAN
COMMERCIAL
DEVELOPMENTS, LP
(2020230923)

L1

L2

SILENT FALLS WAY
(60' R.O.W. WIDTH)
(202100181)

LOT 38, BLOCK P
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)

LOT 1, BLOCK P
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)

LOT 24, BLOCK T
SHADOWGLEN PHASE 2
SECTION 28
(202100181)

CALDERA WAY
(50' R.O.W. WIDTH)
(202100181)

LOT 1, BLOCK F
SHADOWGLEN PHASE 2
SECTIONS 27A-27B
(202100183)

L6
L7
L4
L3
P.O.B.

Chaparral



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a partial release of the wastewater utility and lift station easement recorded in Document No. 2023012392.

BACKGROUND/SUMMARY:

The developer granted the city a Wastewater Utility and Lift Station Easement under Document No. 2023012392 in January 2023. The Developer wishes to update and provide an electric, water, and lift station easement which is being considered for approval by the City Council on the same date. The city staff is in agreement with the update provided. The attached partial release is provided for City Council consideration and will only be executed and recorded upon the execution and recordation of the updated wastewater utility and lift station easement once approved by the City Council.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Document No. 2023012392
- Release of Easement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the partial release of the wastewater utility and lift station easement recorded in Document No. 2023012392.

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

PARTIAL RELEASE AND TERMINATION OF WASTEWATER UTILITY AND LIFT STATION EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT WHEREAS, the CITY OF MANOR, TEXAS (“*Grantee*”), currently holds certain easement rights under the terms and conditions of that certain Wastewater Utility and Lift Station Easement dated January 30, 2023 (“*Easement*”) recorded under Document No. 2023012392 (“*Instrument*”), in the Official Public Records of Travis County, Texas on that certain real property, more particularly described on Exhibits “A” and “B” attached to the Instrument (collectively, the “*Property*”); and

WHEREAS, Grantee has been provided an electric, water and lift station easement recorded under Document No. _____; and

WHEREAS, Grantee has determined that a portion of the Easement is no longer required or necessary as it relates to a portion of the Property; and

WHEREAS, Grantee desires to terminate and grant a partial release the Easement on that approximately 9,985 square foot lift station being 0.229 acres of land, more particularly described on Exhibit “B” attached to the Instrument (the “Released Property”);

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby RELEASE, TERMINATE, EXTINGUISH and DISCHARGE the Easement as to the Released Property only.

It is expressly agreed and understood that this is a full and complete release and termination of the Easement as to the Released Property only which will be of no further force or effect and all rights and obligations associated therewith are terminated hereby. The Easement on the Property, save and except the Released Property, remains in full force and effect and all rights and obligations associated therewith.

EXECUTED by the undersigned effective as of _____, 2024.

GRANTEE:

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2024, by Dr. Christopher Harvey, Mayor, of the City of Manor, Texas, a Texas municipal corporation, on behalf of said municipal corporation.

(seal)

Notary Public Signature

AFTER RECORDING RETURN TO:

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



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Feb 07, 2023 03:33 PM Fee: \$ 114.00

2023012392

Electronically Recorded

ORIGINAL

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WASTEWATER UTILITY AND LIFT STATION EASEMENT

DATE: 1/30/2023, 20 23

GRANTOR: **OKRA LAND INC., a Texas corporation**

GRANTOR'S MAILING ADDRESS: **9505 Johnny Morris Road
Austin, Travis County, Texas 78724**

GRANTEE: **CITY OF MANOR, a Texas home rule municipality**

GRANTEE'S MAILING ADDRESS: **105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: **NONE**

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A forty foot (40') wide wastewater utility easement being 3.961 acres, more or less, in the Sumner Bacon Survey No. 62, Travis County, Texas, being a portion of a 136.342 acre tract conveyed to H. Dalton Wallace in a Special Warranty dated November 21, 2013 and recorded in Document No. 2013210018 of the Official Public Records of Travis County, Texas; and an approximately 9,985 square foot lift station easement being 0.229 acres, more or less, in the Sumner Bacon Survey No. 62, Travis County, Texas, being a portion of a 136.342 acre tract conveyed to H. Dalton Wallace in a Special Warranty dated November 21, 2013 and recorded in Document No. 2013210018 of the Official Public Records of Travis County, Texas, said 3.961 acre tract and 0.229 acre tract being more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein as if fully transcribed herein (collectively, the "Property").

EASEMENT PURPOSE:

The easement is dedicated to the public and used solely for the purpose of placing, constructing, installing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, installed, operated, repaired, maintained,

rebuilt, replaced, relocated and removed a lift station, structures, related facilities and appurtenances, and making connections thereto, or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and the supplying of wastewater in, upon, under and across the Property and for maintaining the Property by clearing and removing vegetation, litter, and debris (the "Facilities").

GRANT OF EASEMENT:

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the Easement Purpose in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibits "A" and "B" attached hereto (collectively the "Easement").

COVENANTS AND CONDITIONS:

This Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.
2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the Easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the Easement.

TEMPORARY CONSTRUCTION EASEMENT:

In addition to the foregoing, and for the consideration set forth above, Grantor grants and conveys unto Grantee, its successors and assigns, a temporary work and construction easement (the "Temporary Construction Easement") in, on and across that portion of Grantor's adjacent property located within twenty-five (25) feet of the Property, containing 2.453 acres, more or less, located in Travis County, Texas said Temporary Construction

Easement being more fully described in Exhibit "C" attached here to and made a part hereof for all purposes. The Temporary Construction Easement is being granted to facilitate Grantee's construction of the Facilities to be constructed within the Property and is for the express purpose of providing for access to the Property as may be necessary for the construction, and all related work, of such Facilities. Grantor grants such Temporary Construction Easement to Grantee, its contractors, subcontractors, agents, engineers, and employees, with necessary equipment, to enter upon and have access to the Property, subject to the provision of this instrument. Upon the completion and acceptance by Grantee of Facilities to be constructed within the Property, this Temporary Construction Easement shall terminate and expire.

The covenants and terms of this Easement and Temporary Construction Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described Easement and Temporary Construction Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE**'s successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Easement and Temporary Construction Easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

[Separate signature pages follow this page]

GRANTOR:

Okra Land, Inc., a Texas Corporation

By: *[Signature]*
Dalton H. Wallace, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 30th day of January, 2023 by Dalton H. Wallace, as President of Okra Land, Inc., a Texas corporation, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of January 2023.

(SEAL)



[Signature]
Notary Public-State of Texas
My commission expires: 5/28/2023

ACCEPTED:

GRANTEE: City of Manor, Texas:


By: Dr. Christopher Harvey, Mayor

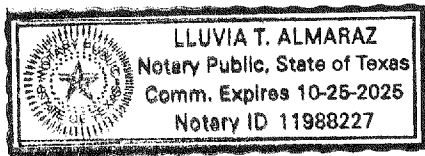
THE STATE OF TEXAS

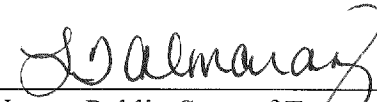
§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 6th day of February 2023, personally appeared Dr. Christopher Harvey, Mayor of the City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)




Notary Public-State of Texas
My commission expires: 10-25-2025

AFTER RECORDING RETURN TO:

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

Exhibit "A"

[ATTACHED]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-988-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " A "

**PORTION OF
136.342 AC. H. DALTON WALLACE
(WASTEWATER EASEMENT)**

**3.961 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 3.961 ACRES (APPROXIMATELY 172,537 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210018 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.961 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch rebar found for the southeast corner of said 136.342 acre tract, being the south corner of a 0.896 acre tract described in Document No. 2004019177 of the Official Public Records of Travis County, Texas, also being the west line of a 32.950 acre tract described in Document No. 2020230923 of the Official Public Records of Travis County, Texas, being the approximate centerline of Manor and Taylor Lane as shown in Travis County Road Book, Precinct 1, Page 72, also being a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, Texas;

THENCE North 63°25'37" West, with the south line of the 136.342 acre tract, being the north line of said abandoned road, a distance of **25.86 feet** to a fencepost found for the northeast corner of Lot 38, Block P, Shadowglen Phase 2, Sections 25-26, a subdivision of record in Document No. 202100182 of the Official Public Records of Travis County, Texas;

495-002-WWE

Page 2 of 2

THENCE North 62°07'10" West, continuing with the south line of the 136.342 acre tract, being the north line of said Lot 38, the north line of Lot 1, Block P of said Shadowglen Phase 2, Sections 25-26, the north terminus of Silent Falls Lane (60' right-of-way width) as described in Document No. 202100181 of the Official Public Records of Travis County, Texas, the north line of Lot 24, Block T of Shadowglen Phase 2, Section 28, a subdivision of record in said Document No. 202100181, the North Terminus of Caldera Way (50' right-of-way width) as described in Document No. 202100181, and a portion of the north line of Lot 1, Block F, Shadowglen Phase 2, Sections 27A-27B described in Document No. 202100183 of the Official Public Records of Travis County, Texas, a distance of 3056.52 feet to a calculated point;

THENCE North 27°45'30" East, crossing the 136.342 acre tract, a distance of 1297.11 feet to a calculated point in the north line of the 136.342 acre tract, being the south line of a 123.550 acre tract described in Document No. 2021275494 of the Official Public Records of Travis County, Texas, from which a 1/2 inch rebar with "Chaparral" cap found for an angle point in the north line of the 136.342 acre tract, being the south line of said 123.550 acre tract, bears North 62°14'29" West, a distance of 254.86 feet;

THENCE South 62°14'29" East, with the north line of the 136.342 acre tract, being the south line of the 123.550 acre tract, a distance of 40.00 feet to a calculated point;


THENCE crossing the 136.342 acre tract the following two (2) courses and distances:

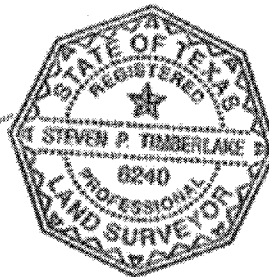
1. **South 27°45'30" West**, a distance of 1257.19 feet to a calculated point;
2. **South 62°07'10" East**, a distance of 3041.88 feet to a calculated point in the east line of the 136.342 acre tract, being the west line of said 0.896 acre tract, also being the approximate centerline of said Manor and Taylor Lane;

THENCE South 27°02'56" West, with the east line of the 136.342 acre tract, being the west line of said 0.896 acre tract, also being the approximate centerline of said Manor and Taylor Lane a distance of 39.41 feet to the **POINT OF BEGINNING**, of herein described tract, containing 3.961 acres of land, more or less.

Surveyed on the ground December, 2021. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-WWE


 Steven P. Timberlake
 Registered Professional Land Surveyor
 State of Texas No. 6240
 T.B.P.E.L.S. Firm No. 10124500



496-002-WWE

8

SKETCH TO ACCOMPANY A DESCRIPTION OF 3.961 ACRES (APPROXIMATELY 172,537 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210018 OF THE OFFICAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N63°25'37"W	25.86'
L2	N62°07'10"W	3056.52'
L3	N27°45'30"E	1297.11'
L4	S62°14'29"E	40.00'
L5	S27°45'30"W	1257.19'
L6	S62°07'10"E	3041.88'
L7	S27°02'56"W	39.41'
L8	N62°14'29"W	254.86'

LEGEND	
●	1/2" REBAR FOUND
● ^{CH}	1/2" REBAR WITH "CHAMPARAL" CAP FOUND
⊙	FENCEPOST FOUND
△	CALCULATED POINT
()	RECORD INFORMATION

DATE OF SURVEY: 12/15/2021
 PLOT DATE: 06/15/2021
 DRAWING NO.: 496-002
 PROJECT NO.: 496-002-WWE
 T&E P.E.L.S. FIRM NO. 10124500
 DRAWN BY: JLB
 SHEET 1 OF 2

Chaparal

8.17.2022

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).
 ATTACHMENTS: METES AND BOUNDS DESCRIPTION 496-002-WWE

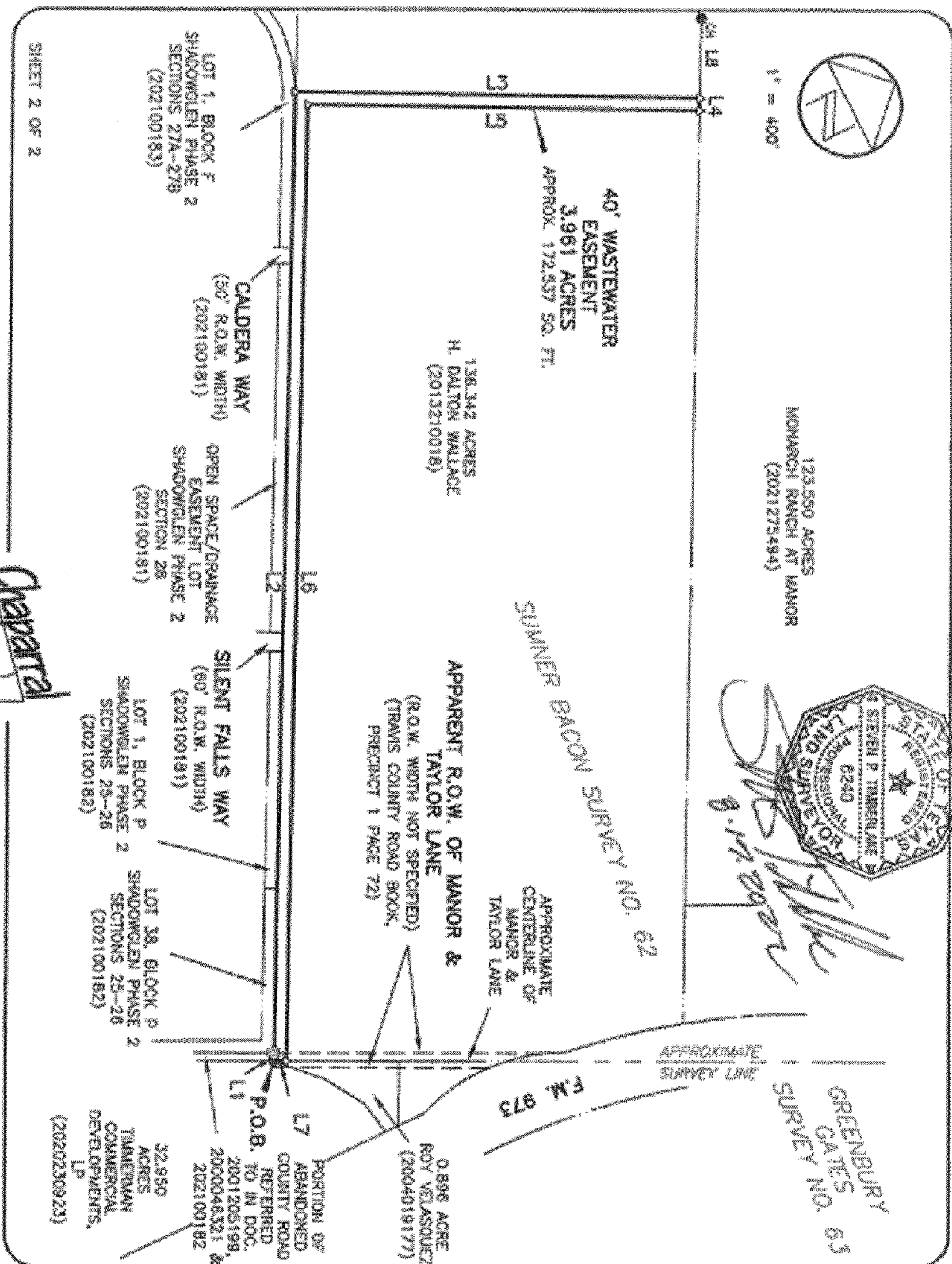


Exhibit "B"

[ATTACHED]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-388-0843

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " B "

**. PORTION OF
136.342 AC. H. DALTON WALLACE
(WASTEWATER EASEMENT)**

**0.229 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.229 ACRES (APPROXIMATELY 9,985 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210018 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.229 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch rebar found for the southeast corner of said 136.342 acre tract, being the south corner of a 0.896 acre tract described in Document No. 2004019177 of the Official Public Records of Travis County, Texas, also being the west line of a 32.950 acre tract described in Document No. 2020230923 of the Official Public Records of Travis County, Texas, being the approximate centerline of Manor and Taylor Lane as shown in Travis County Road Book, Precinct 1, Page 72, also being a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, Texas;

THENCE North 63°25'37" West, with the south line of the 136.342 acre tract, being the north line of said abandoned road, a distance of **25.86 feet** to a fencepost found for the northeast corner of Lot 38, Block P, Shadowglen Phase 2, Sections 25-26, a subdivision of record in Document No. 202100182 of the Official Public Records of Travis County, Texas;

498-002-WWEZ

Page 2 of 2

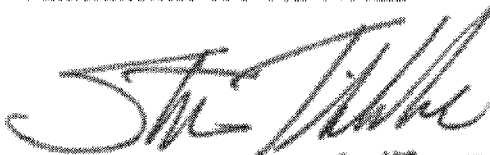
THENCE North 62°07'10" West, with the south line of the 136.342 acre tract, being the north line of said Lot 38, the north line of Lot 1, Block P of said Shadowglen Phase 2, Sections 25-26, the north terminus of Silent Falls Lane (60' right-of-way width) as described in Document No. 202100181 of the Official Public Records of Travis County, Texas, the north line of Lot 24, Block T of said Shadowglen Phase 2, Section 28, a subdivision of record in said Document No. 202100181, the North Terminus of Caldera Way (50' right-of-way width) as described in Document No. 202100181, and a portion of the north line of Lot 1, Block F, Shadowglen Phase 2, Sections 27A-27B described in Document No. 202100183 of the Official Public Records of Travis County, Texas, a distance of 3056.82 feet to a calculated point;

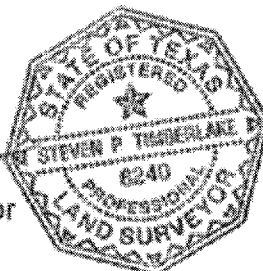
THENCE crossing the 136.342 acre tract the following five (5) courses and distances:

1. **North 27°52'50" East**, a distance of 144.19 feet to a calculated point for the **POINT OF BEGINNING** of herein described tract;
2. **North 62°07'10" West**, a distance of 100.00 feet to a calculated point;
3. **North 27°45'30" East**, a distance of 99.74 feet to a calculated point;
4. **South 62°14'30" East**, a distance of 100.00 feet to a calculated point, from which a 1/2 inch rebar with "Chaparral" cap found for an angle point in the north line of the 136.342 acre tract, being the south line of a 123.550 acre tract described in Document No. 2021275494 of the Official Public Records of Travis County, Texas, bears North 14°09'07" East, a distance of 1083.37 feet;
5. **South 27°45'30" West**, a distance of 99.96 feet to the **POINT OF BEGINNING**, of herein described tract, containing 0.229 acres of land, more or less.

Surveyed on the ground December 2021. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-WWE2

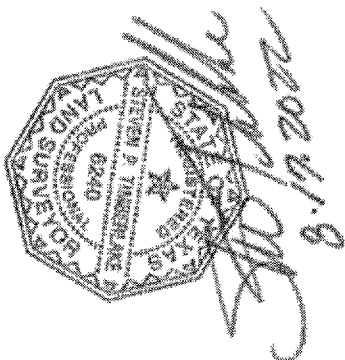

 Steven P. Timberlake
 Registered Professional Land Surveyor
 State of Texas No. 6240
 T.B.P.E.L.S. Firm No. 10124500



496-002-WWE2

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.229 ACRES (APPROXIMATELY 9,985 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210018 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE	
LINE	BEARING DISTANCE
L1	N63°25'37"W 25.86'
L2	N62°07'10"W 3056.82'
L3	N27°52'50"E 144.19'
L4	N62°07'10"W 100.00'
L5	N27°45'30"E 99.74'
L6	S62°14'30"E 100.00'
L7	S27°45'30"W 99.96'
L8	N14°09'07"E 1083.37'



- LEGEND
- 1/2" REBAR FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - ⊙ FENCE POST FOUND
 - △ CALCULATED POINT
 - () RECORD INFORMATION

DATE OF SURVEY: 12/15/2021
 PLOT DATE: 08/15/2021
 DRAWING NO.: 488-002
 PROJECT NO.: 496-002-WWE2
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: JLB
 SHEET 1 OF 2

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).
 ATTACHMENTS: METES AND BOUNDS DESCRIPTION 488-002-WWE2

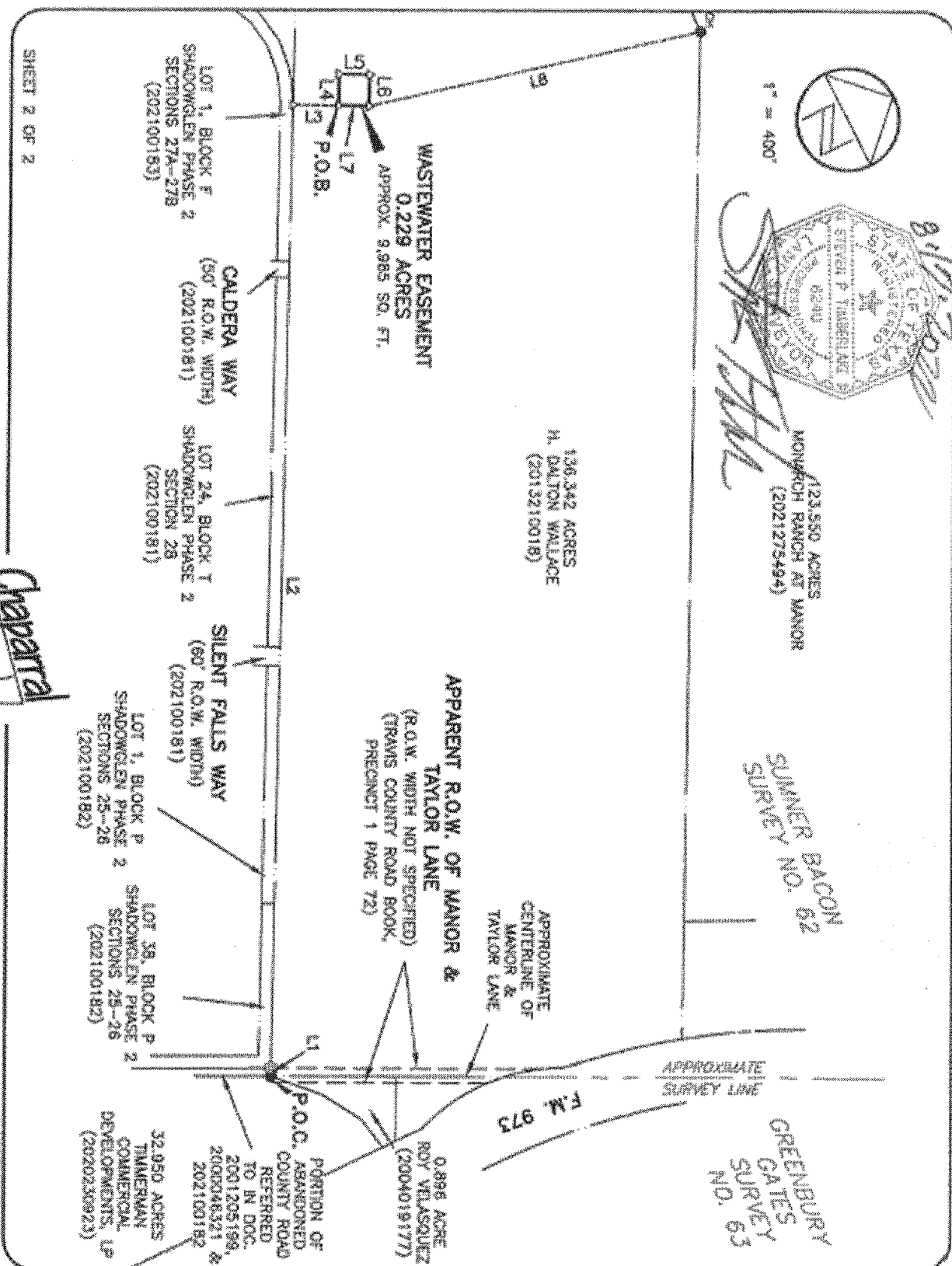


Exhibit "C"

[ATTACHED]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " C "

PORTION OF
136.342 AC. H. DALTON WALLACE
(TEMPORARY CONSTRUCTION EASEMENT)

2.453 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 2.453 ACRES (APPROXIMATELY 106,849 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210018 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.453 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch rebar found for the southeast corner of said 136.342 acre tract, being the south corner of a 0.896 acre tract described in Document No. 2004019177 of the Official Public Records of Travis County, Texas, also being the west line of a 32.950 acre tract described in Document No. 2020230923 of the Official Public Records of Travis County, Texas, being the approximate centerline of Manor and Taylor Lane as shown in Travis County Road Book, Precinct 1, Page 72, also being a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, Texas;

THENCE North 27°02'56" East, with the east line of the 136.342 acre tract, being the west line of said 0.896 acre tract, also being the approximate centerline of said Manor and Taylor Lane, a distance of 39.41 feet to a calculated point for the **POINT OF BEGINNING** of herein described tract;

THENCE crossing the 136.342 acre tract the following two (2) courses and distances:

1. North 62°07'10" West, a distance of 3041.88 feet to a calculated point;

496-002-TCE

Page 2 of 2

2. **North 27°45'30" East**, a distance of **1257.19 feet** to a calculated point in the north line of the 136.342 acre tract, being the south line of a 123.550 acre tract described in Document No. 2021275494 of the Official Public Records of Travis County, Texas, from which a 1/2 inch rebar with "Chaparral" cap found for an angle point in the north line of the 136.342 acre tract, being the south line of said 123.550 acre tract, bears **North 62°14'29" West**, a distance of **294.86 feet**;

THENCE South 62°14'29" East, with the north line of the 136.342 acre tract, being the south line of the 123.550 acre tract, a distance of **25.00 feet** to a calculated point;

THENCE crossing the 136.342 acre tract the following two (2) courses and distances:

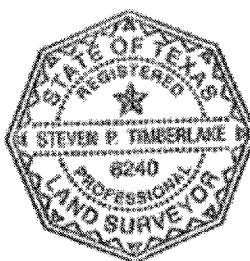
1. **South 27°45'30" West**, a distance of **1232.25 feet** to a calculated point;
2. **South 62°07'10" East**, a distance of **3016.57 feet** to a calculated point in the east line of the 136.342 acre tract, being the west line of said 0.896 acre tract, also being the approximate centerline of said Manor and Taylor Lane;

THENCE South 27°02'56" West, with the east line of the 136.342 acre tract, being the west line of said 0.896 acre tract, also being the approximate centerline of said Manor and Taylor Lane a distance of **25.00 feet** to the **POINT OF BEGINNING**, of herein described tract, containing 2.453 acres of land, more or less.

Surveyed on the ground December 2021. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-TCE

Steven P. Timberlake
 Steven P. Timberlake
 Registered Professional Land Surveyor
 State of Texas No. 6240
 T.B.P.E.L.S. Firm No. 10124500



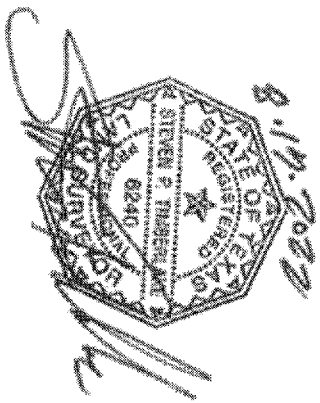
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SKETCH TO ACCOMPANY A DESCRIPTION OF 2.453 ACRES (APPROXIMATELY 106,849 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136,342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210019 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N27°02'56"E	39.41'
L2	N62°07'10"W	3041.88'
L3	N27°45'30"E	1257.19'
L4	S62°14'29"E	25.00'
L5	S27°45'30"W	1232.25'
L6	S62°07'10"E	3016.57'
L7	S27°02'56"W	25.00'
L8	N62°14'29"W	294.86'

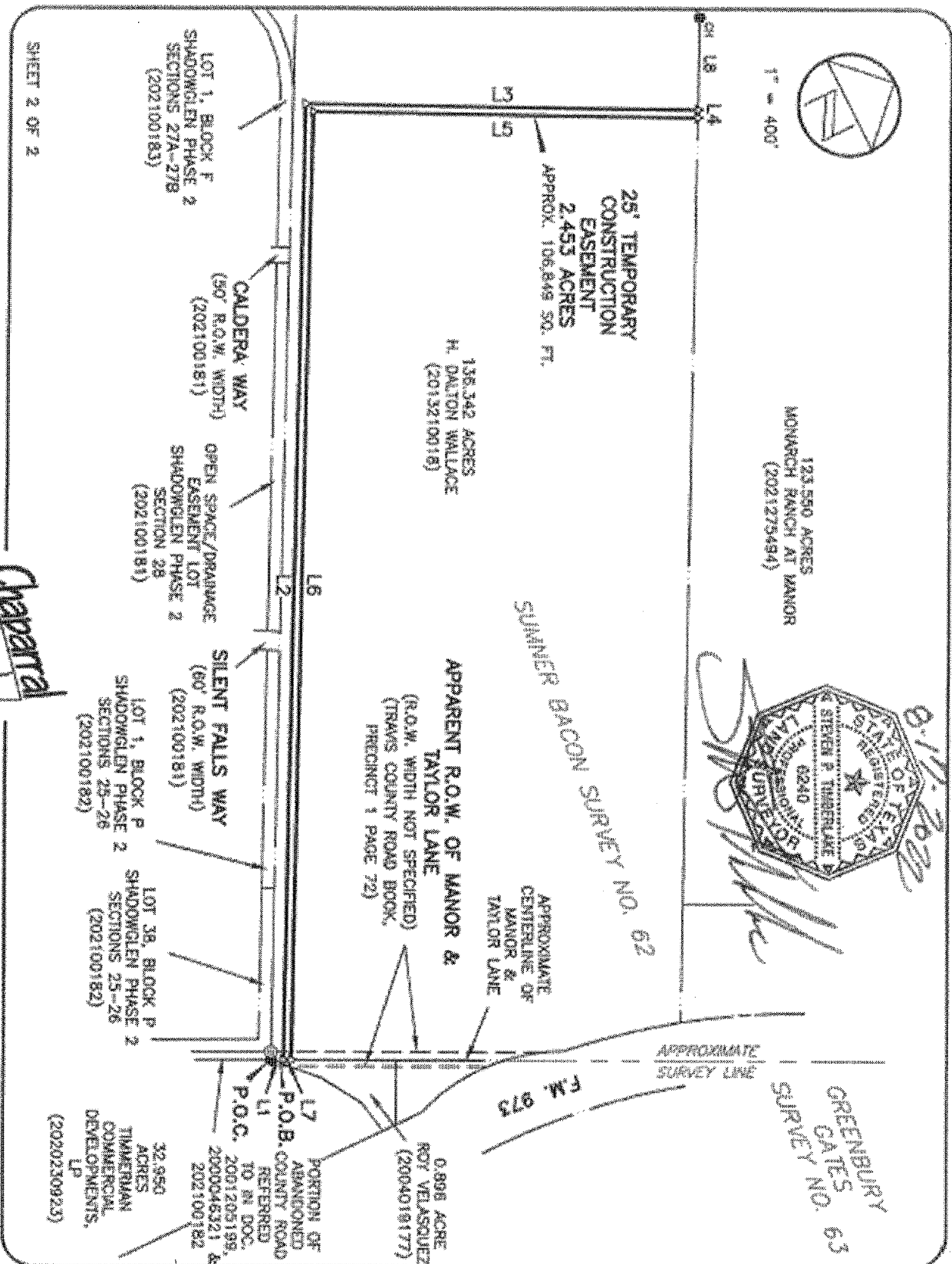
LEGEND	
●	1/2" REBAR FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP FOUND
⊙	FENCE POST FOUND
△	CALCULATED POINT
()	RECORD INFORMATION



DATE OF SURVEY: 12/15/2021
 PLOT DATE: 06/15/2022
 DRAWING NO.: 498-002
 PROJECT NO.: 498-002-TCE
 T.B.P. E.L.S. FIRM NO. 10124560
 DRAWN BY: JLB
 SHEET 1 OF 2

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).
 ATTACHMENTS: METES AND BOUNDS DESCRIPTION 498-002-TCE





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas, amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.

BACKGROUND/SUMMARY:

This ordinance was reviewed at the April 3, 2024, City Council meeting prior to its publication on April 12th, 19th, and 26th in accordance with state laws. The Ordinance has not changed since its review on April 3rd.

History of the Stormwater Drainage Program and this Ordinance:

Phase 1 of the city's proposed stormwater utility was approved in April 2022. Phase 1 included an assessment of the city's needs, the feasibility of a stormwater utility, and a draft rate model. Phase 2 was approved in July 2023, and it included finalizing the rate model and data necessary to implement the fee, if approved, and assisting with public outreach, when conducted. Phase 3 was approved in February 2024 and included the consultant, Raftelis, implementing the fee into our billing system.

As was provided for in the rate model, the proposed drainage fee per single-family home is \$6.50 per month, with non-single-family properties paying based on the amount of impervious cover on the property. At the July 19, 2023, City Council meeting, staff was provided direction from the City Council to proceed with a starting rate of \$6.50 per ERU.

The ordinance adds the drainage utility to the city's code of ordinances and includes: creation of a utility fund, billing procedures, appeals, penalties, and exemptions. It does not set the rate, as that will be done by a separate ordinance through an amendment to the city's fee schedule at the June 5th City Council meeting.

This ordinance exempts all allowable properties under the State code as requested by the City Council. Section 552.053 Texas Local Gov't Code provides that a municipality may exempt a governmental entity and their property including: the state, a county, a municipality, a school district and open-enrollment charter school, and religious organizations. Furthermore, the ordinance exempts property with proper construction and maintenance of a wholly sufficient and privately owned drainage system; property held and maintained in its natural state until such time that the property is developed and all the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; and a subdivided lot until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.

This ordinance exempts the State, Travis County, MISD and charter schools, the City, and religious organizations along with the other required exemptions.

If approved, the new drainage charge would be effective on the July 1, 2024 utility bills.

The stormwater drainage program will fund expenditures like: system-wide mapping, a stormwater capital improvement plan, 4 dedicated stormwater employees, street sweeper, dump truck, gradall, storm drain medallions, maintenance and repair of pipes, ditches, and streets, and capital project funding.

The intention of the program is to allow city to better maintain our stormwater system, which historically has not been funded annually and only small, reactive maintenance has been performed. Through the creation of this program, the city aims to be more proactive with maintenance and repairs as well as funding new drainage improvements like regional detention for the downtown area, which currently just surface flows undetained to Gilleland and Wilbarger Creeks. The program too can be used to correct and alleviate flooding issues along creeks and waterways within the city limits, such as the deep drainage channels through Timmermann Park and the downtown Art Park.

LEGAL REVIEW:	Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT:	Yes – will impose a drainage charge on applicable properties in the city
PRESENTATION:	No
ATTACHMENTS:	No

- Ordinance No. 742

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Ordinance No. 742 of the City of Manor, Texas, amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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ORDINANCE NO. 742

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING CHAPTER 13, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY AMENDING THE TITLE FOR ARTICLE 13.02; ADDING DIVISION 6 TO ARTICLE 13.02; AMENDING DEFINITIONS; DECLARING STORMWATER DRAINAGE TO BE A PUBLIC UTILITY; ESTABLISHING A MUNICIPAL STORMWATER UTILITY SYSTEM; PROVIDING FOR THE ESTABLISHMENT AND CALCULATIONS OF STORMWATER DRAINAGE UTILITY CHARGES AND CREDITS; PROVIDING PENALTIES AND APPEALS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Manor, Texas (the “City”) is a home rule municipality having the full power of local self-government pursuant to its Charter, Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

Whereas, the City manages stormwater runoff through the provision of public works services related to street maintenance and drainage, and service provision previously have been insufficient, at times allowing flooding on streets and private properties, and threatening public health and safety; and

Whereas, inadequate management of accelerated runoff of stormwater resulting from development throughout a watershed increases flows and velocities, threatens public health and safety, contributes to erosion and sedimentation, overtaxes the carrying capacity of streams and storm sewers, greatly increases the cost of public facilities to carry and control stormwater, undermines floodplain management and flood control efforts in downstream communities, reduces groundwater recharge, and increases non-point source pollution of water resources; and

Whereas, a comprehensive program of stormwater management, including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety and welfare and the protection of people of the state, their resources and the environment; and

Whereas, stormwater is an important water resource, which provides groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality; and

Whereas, federal and state regulations require jurisdictions to implement a program of stormwater controls, and these jurisdictions are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES); and

Whereas, the City Council of the City of Manor (the “City Council”) finds that an adequate, sustainable source of revenue for stormwater management is needed to protect the general health, safety, and welfare of the residents of the City; and further, the City Council finds that higher amounts of impervious surface area contribute to greater amounts of stormwater and associated pollutants to the stormwater management system; and

Whereas, the City is authorized by Texas Local Government Code Chapter 552, Subchapter C, “Municipal Drainage Utility Systems,” as amended, (the “Act”) to impose a drainage charge with the established service area; and

Whereas, in accordance with the Act, notices of a public hearing regarding the ordinance were published and a public hearing on this ordinance held concerning matters set forth herein; and

Whereas, as set forth herein, the City Council declares that the stormwater drainage infrastructure and services of the City is a public utility within the meaning of the Act and imposes a charge for such services that allocates stormwater management program costs to benefitted properties based on impervious surface area.

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 incorporated herein for all purposes as findings of fact.

SECTION 2. Amendment of Code of Ordinances. The City Council hereby amends Chapter 13, Utilities of the Manor Code of Ordinances to amend the title for Article 13.02, add Division 6 to Article 13.02, amend definitions, declare stormwater drainage to be a public utility, establish a municipal stormwater utility system, provide the establishment and calculations of stormwater drainage utility charges and credits, and provide penalties and appeals as provided for in Sections 3 through 5 of this Ordinance.

SECTION 3. Amendment of Article 13.02 title. The title for Article 13.02 is hereby amended in its entirety to read as follows:

“Article 13.02 – Water, Wastewater, Solid Waste, and Stormwater Rates and Services Policies”.

SECTION 4. Amendment of Section 13.02.003 Definitions. Section 13.02.003 of Article 13.02 is hereby amended as follows:

(a) The following definitions are hereby added in alphabetical order to read as follows:

“*Adjustment Factor* means a number established by ordinance to be used in the drainage charge calculation to account for the percent of impervious cover on a benefitted property.

Benefitted property or *property* means a lot or tract of real property to which drainage service is made available under this article and which is located within the service area.

Cost of service as applied to stormwater utility system service to any benefitted property, means:

- (1) The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land relating to structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (2) The prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (3) The prorated cost of architectural, engineering, legal, and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of structures, equipment, and facilities used in stormwater quality treatment and draining the benefitted property;
- (4) The prorated cost of all machinery, equipment, furniture, and facilities necessary or incident to the provision and operation of stormwater quality treatment and draining the benefitted property;
- (5) The prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a stormwater facility used in stormwater quality treatment and draining the benefitted property;
- (6) The prorated cost of debt service and reserve requirements of structures, equipment, and facilities provided by revenue bonds or other stormwater utility revenue-pledge securities or obligations issued by the city; and
- (7) The prorated administrative costs of a stormwater utility system.

Customer class means the land use, single family residential (SFR) or non-single family residential (NSFR), that the property is assigned to be based on the predominant use of the parcel.

Drainage means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Director means the director of the Public Works Department, or their designees.

Equivalent residential unit (ERU) means the basic billing unit for the stormwater charge.

Facilities means the property, either real, personal, or mixed, that is used in providing stormwater service and included in the stormwater system.

Impervious cover means roads, streets, parking areas, buildings, sidewalks and other construction covering the natural land surface that is impenetrable to stormwater. Compacted dirt or gravel used for vehicular traffic, parking, and other uses is considered impervious cover for the purposes of this section.

Improved lot or tract means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Public utility means a stormwater service that is regularly provided by the city through municipal property dedicated to that service to the users of benefitted property within the service area and that is based on:

- (1) An established schedule of charges;
- (2) The use of the police power to implement the service; and
- (3) Nondiscriminatory, reasonable, and equitable terms as declared under this chapter.

Service area means the geographic area that will be served by the city's stormwater utility, established in section 13.02.302.

Stormwater charge means:

- (1) The levy imposed to recover the cost of service to the city in furnishing stormwater service for any benefitted property; and
- (2) If specifically provided by ordinance, an amount made in contribution to funding of future stormwater system construction by the city.

Stormwater Code means the specific stormwater code applied to any benefitted property within the service area. The codes are as follows: Single Family Residential (SFR), Non-Single Family Residential (NSFR), and Exempt (EX).

Stormwater facilities means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Stormwater system means the stormwater utility system owned or controlled, in whole or in part by the city, including the city's existing stormwater facilities, materials, and supplies and any stormwater facilities, materials, and supplies hereafter constructed or utilized, and dedicated to the service of benefitted property, and including provision for additions to the system. The drainage system is also known as a municipal separate storm sewer system, or MS4, meaning that the storm sewers are a separate system not connected with the sanitary sewer system.

Utility Customer means the person or entity receiving the benefit of, or responsible for payment for, City utility service, such as water, wastewater, solid waste, and drainage.

User means the person who owns or occupies a benefitted property.

Wholly sufficient and privately owned stormwater system means land owned and operated by a person other than a municipal stormwater utility system the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of a municipal stormwater utility system.”

(b) the definition for “Customer” is deleted in its entirety.

SECTION 5. Amendment of Article 13.02 – Water, Wastewater, Solid Waste, and Stormwater Rates and Services Policies. Article 13.02 is hereby amended to add Division 6. – Stormwater Utility as follows:

“Division 6. – Stormwater Utility

Sec. 13.02.300 Establishment and dedication of utility assets.

The city council establishes the city stormwater utility as a public utility and dedicates to the utility all city-owned property, real and personal, facilities, materials and supplies constituting the city's drainage system as constituted on the effective date of this article and as may be acquired in the future, to be used for the purpose of the stormwater utility.

Sec. 13.02.301. Establishment and revisions to stormwater utility service area.

- (a) The city council establishes the stormwater utility service area as the city limits of the city, as presently configured and as the same may be amended from time to time.
- (b) Except as affected by amendments to the city limits, revisions to the service area will be made only after the publication of notice and a public hearing as required by state law.

Sec. 13.02.302. Establishment and revision of stormwater charges; credits.

- (a) The city council establishes stormwater charges to be paid by users of benefitted property in the service area. The determination of the stormwater charges is deemed nondiscriminatory, reasonable and equitable to provide for the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction and administration of the stormwater utility.
- (b) The stormwater charges will be set by separate ordinance based on the following factors:
 - (1) The amount of impervious cover on the benefitted property;
 - (2) The predominant developed use of the benefitted property; and
 - (3) The number of equivalent residential units (ERUs) on the benefitted property.
- (c) The category that applies to each benefitted property will be determined within the guidelines set forth herein and set the charge in accordance with the category of use and the following factors:
 - (1) *Customer class.* Each benefitted property will be placed in a specific category of land use, also known as customer class, based upon the actual use of the property. These customer class categories will include single family residential, non-single family residential, and exempt. The stormwater codes associated with these customer classes are single family residential (SFR), non- single family residential (NSFR), and

exempt (EX). The single family residential customer class is billed based impervious cover it falls within, the non-single family residential customer class is billed based on calculated impervious cover on the site, and exempt customer class is a use that falls into an exempt category per V.T.C.A., Local Government Code, § 552.053 and sec. 13.02.309.

- (2) *Impervious cover.* The amount of impervious cover existing on each benefitted property. Impervious area for parcels shall be inventoried from information established by the Travis County Appraisal District, from geographic information system records, from aerial photography and from site plans or plats available for properties within the city. The impervious area measured in square feet as obtained from these database sources, site plans or other survey or engineering calculations shall be used to establish the relative stormwater runoff potential for each customer class and among parcels within each customer class.
- (3) *Residential units.* The number of residential units existing on a particular benefitted property. For the purposes of the drainage utility, residential structures with one to four residential units are in the single family residential customer class and residential structures with more than four units are in the non-single family residential customer class.
- (4) *Stormwater Code.* Based on the customer class and impervious cover on a benefitted property, a stormwater code is assigned to the account.
 - (A) Residential class accounts are all Single Family Residential (SFR) units. (1 ERU)
 - (B) Non-single family residential properties (NSFR) are all remaining non-residential properties such as commercial, industrial, retail, government, multi-family with more than four units, religious, non-profit, and the like.
 - (C) Exempt properties (EX) are those that are exempted from paying a drainage fee based on the criteria outlined in this division.
- (d) The monthly charge for each lot or parcel will be calculated equitably and proportionally using an ERU impervious-based billing structure. One ERU is established as 2,730 square feet based on a review of all existing single-family residential properties within the service area. Each residential account is billed according to its stormwater code. A non-single family residential property is billed based on the total amount of impervious cover associated with the non-single family residential use divided by the ERU value of 2,730 square feet. (i.e. NSFR bill charge = total impervious cover/2,730* current stormwater utility fee).

- (e) The monthly charge per ERU is established in a separate ordinance and is based on the revenue required to support the stormwater utility divided by the total number of ERUs to be billed.
- (f) The city council reserves the right to adjust the stormwater charges by separate ordinance from time to time.
- (g) Billing of the stormwater charge against each benefitted property within the service area will be accomplished by a stormwater utility charge listing in the monthly city utility bill. Multi-family properties with more than four units on a single parcel will have a stormwater utility bill mailed to the owner of record. These bills will become due and payable, and will be subject to late payment penalties, in accordance with the rules and regulations of the city pertaining to the collection of water and wastewater fees and charges.
- (h) No utility deposit will be required as a precondition to accepting surface flow from a benefitted property in the drainage utility.
- (i) Billing of stormwater charges will occur even when other utilities are disconnected to reflect the on-going discharge from the impervious cover of the benefitted property to the stormwater system.

Sec. 13.02.303 Billing

- (a) The stormwater fee shall be shown as a separate listing on the monthly utility bill from the City. Bills become due in accordance with the provisions of this chapter. If no utility meter serves the benefitted property, the City may establish a non-metered utility account using the utility billing system and shall bill the drainage charge to the utility customer for the non-metered utility account.
- (b) *Order of Billing.* If more than one utility customer is associated with a benefitted property, the City shall bill the fee to the owner of the benefitted property unless:
 - (1) The benefitted property is a single family, duplex, triplex, or fourplex residence, in which case the City shall divide the fee equally among the utility customers and bill the utility customers accordingly;
 - (2) The benefitted property includes a utility customer at a secondary residence, in which case the City shall bill the utility customer associated with the primary residence;
 - (3) The owner of the benefitted property cannot reasonably be determined or located, in which case the City shall determine an equitable method to allocate the fee among the utility customers based upon information available and bill the utility customers accordingly; or

- (4) The owner of the benefitted property is exempt under this chapter or state law, in which case the City shall determine an equitable method to allocate the fee among the other utility customers based upon information available and bill the utility customers accordingly.

Sec. 13.02.304. Stormwater Utility Fund.

- (a) A separate fund is established, known as the stormwater utility fund, for the purpose of identifying and controlling all revenues and expenses attributable to the stormwater utility. All drainage charges collected by the city and other monies available to the city for the purpose of drainage will be deposited in the stormwater utility fund. The revenues will be used for the purposes of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration and other reasonable and customary charges associated with the operation of the stormwater utility. It is not necessary that the expenses from the stormwater utility fund, for any authorized purpose, specifically relate to any particular benefitted property from which the revenues were collected.
- (b) All drainage charges collected under this article will be used solely for creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration and other reasonable and customary charges associated with the operation of the stormwater utility. In the event a portion of the drainage revenues is pledged to retire any outstanding indebtedness or obligation incurred, or as a reserve or amount in any contribution for future construction, repair or extension or maintenance of the utility assets, then the pledged portion of revenues may not be transferred to the general fund.
- (c) The city manager, or their designee, will provide an annual report of the stormwater utility's revenues, expenses and programs to the city council.

Sec. 13.02.305. Delinquent stormwater charges; enforcement.

Any stormwater charge which is not paid when due may be recovered in an action at law by the city. In addition to other remedies or penalties provided by this chapter, article, or state law, failure of a user of any utility within the service area to pay the stormwater charges when due will subject the user to discontinuance of any other utility services provided by the city. In the event an owner does not pay the charge, a lien can be placed on the property. Furthermore, property that is developed but vacant does not qualify for an exemption and the burden of stormwater utility fees ultimately lies with the property owner, whether a tenant is in place or not. In the event a stormwater utility fee is assessed to a tenant and the tenant moves out, the stormwater utility fee will be assessed to the property owner. In the event a property has no other utilities turned on or is presently vacant but qualifies as a benefitted property, the stormwater utility fee will be assessed to the property owner.

Sec. 13.02.306. Administration; rules and regulations

- (a) The Director of Public Works will be responsible for the administration of this article. The director will develop rules, regulations and procedures for the administration of stormwater charges, develop maintenance programs, and establish criteria and standards for operation of the stormwater utility system.

Sec. 13.02.307 Appeals.

- (a) *Appeal of stormwater utility fees to the director.* A utility customer or user who has been charged a stormwater utility fee and believes that the calculation or determination of the stormwater utility fee is incorrect may appeal the fee determination to the director. The director shall evaluate all appeals based on the methodologies for calculating the stormwater utility fee set forth in the stormwater utility fee ordinance.
- (b) *Process.*
- (1) The appeal shall be in writing and set forth in detail the grounds upon which relief is sought. The director shall decide the appeal based upon a preponderance of the evidence. The director shall issue a written decision on the appeal within 30 days from the date that the director receives the appeal.
 - (2) An adjustment resulting from such a request shall be prospective and applied to future billings and may also be retroactive for no more than three months prior to the receipt of the appeal.
- (c) *Supporting information for appeal.* The person filing the appeal may be required, at the person's cost, to provide supplemental information to the director, including but not limited to survey data sealed by a Texas licensed professional land surveyor, engineering reports sealed by a Texas licensed professional engineer qualified in civil engineering, or other documentation that the director deems necessary to properly evaluate the appeal. Failure to provide requested information in a timely manner may result in the denial of the appeal.
- (d) *Appeal of stormwater utility fees to the city council.*
- (1) A utility customer or user may appeal the following decisions of the director to the city council:
 - (A) The applicability of a stormwater utility fee to a parcel;
 - (B) The calculation of applicable stormwater runoff potential for a parcel;
 - (C) The calculation of the stormwater utility fee for a parcel; or
 - (D) The discontinuance of utility service, filing of a lien or other legal actions for non-payment of stormwater utility fees.
 - (2) The utility customer or user shall file a written appeal to the city council with the city secretary within 30 days following receipt of the director's decision. The city council shall hear the appeal within 60 days of receipt of the appeal by the city secretary. Notice of the hearing shall be mailed to the address given in the appeal form or, if no address is given, to the address on the utility billing statement at least 14 days prior to the hearing.

- (3) The burden of proof shall be on the utility customer or user to demonstrate that the fee is not applicable or that the determination of the value of the fee was not calculated according to the applicable stormwater fee schedule or the methodologies established in the stormwater utility fee ordinance. If applicable, and if not previously submitted to the director, the owner or customer shall submit, with the appeal, a report describing the basis for the appeal. The report shall be prepared by a Texas licensed professional engineer qualified in civil engineering. The failure to submit such a report shall be considered in determining whether the applicant has met the burden of proof.
- (4) If the appeal is accompanied by a bond or other sufficient security satisfactory to the city attorney in an amount equal to the original determination of the stormwater utility fee due, any discontinued utility services may be reinstated while the appeal is pending.
- (5) At the hearing, the city council shall allow testimony from the applicant, city employees and other interested persons relevant to the appeal. The hearing may be continued from time to time.
- (6) Following the hearing, the city council shall consider all evidence and determine whether the appeal should be granted (in whole or in part) or denied.
- (7) The city council shall complete its review and make a decision about the appeal within thirty (30) days of the hearing. The city council shall apply the standards and review criteria contained in this section.
- (8) The city council's decision shall be final.

Sec. 13.02.308. Exemptions.

- (a) The following properties will be exempt from the provisions of this article:
 - (1) A benefitted property described in Section 552.053 of the Texas Local Government Code is exempt from the drainage charge established by this chapter, including:
 - (A) A state agency and property owned by the state;
 - (B) Property owned by Travis County;
 - (C) Property owned by Manor Independent School District and open-enrollment charter schools;
 - (D) The city and property owned by the city; or
 - (E) Property owned by a religious organization that is exempt from taxation pursuant to Section 11.20, Tax Code.
 - (2) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
 - (3) Property held and maintained in its natural state, until the time that the property is developed and all of the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; or

- (4) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.
- (b) The user has the burden of proof when claiming an exemption under this article and must provide the director with information reasonably required by the director to make a determination. Failure to timely provide information requested by the director is a sufficient reason to deny a requested exemption.

Sec. 13.02.309. Flood; nonpoint source pollution control; liability.

Floods from drainage runoff may occur which exceed the drainage system's capacity. In addition, surface water stagnation and pollution arising from nonpoint source runoff may occasionally occur which exceeds the capacity of the drainage system. This article does not imply that benefitted properties will always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all possible flood control and water treatment projects to control the quantity and quality of runoff can be constructed cost-effectively. Nothing whatsoever in this article should be construed or be deemed to create additional duties or liability on the part of the city for any damage incurred in any flood or from adverse water quality due to drainage runoff. Nothing in this article should be deemed to waive the city's immunity under state law or affect the need for flood insurance.”

SECTION 6. Conflicting Ordinances. The Manor Code of Ordinances is amended as provided herein. 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, the terms and provisions of this ordinance shall govern.

SECTION 7. Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code and the City Charter.

SECTION 9. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other

provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 10. 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.

PASSED AND APPROVED on this 15th day of May 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #4 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #4 of the District; Approving an Assessment Roll for Improvement Area #4 of the District; Levying Assessments against Property within Improvement Area #4 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #4 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.

BACKGROUND/SUMMARY:

The Council approved Resolution 2024-09 on April 17, 2024, which approved the Preliminary Amended and Restated Service and Assessment Plan (the "SAP") and the preliminary assessment roll for Improvement Area #4 for the Manor Heights Public Improvement District, and called for a public hearing on May 1, 2024 which was postponed until May 15, 2024, for the levying of the assessments in Improvement Area #4 of the District. The levy and assessment amount for the Improvement Area #4 Improvements (as defined in the SAP) is approximately \$5,070,000, as referenced in Exhibit C of the SAP, and including Bond Issuance Costs. The SAP sets forth the estimated total costs of the authorized improvements to be financed by Improvement Area #4 of the District for the development, and the Assessment Roll states the assessments to be levied against each parcel of land in Improvement Area #4 of the District as determined by the method of assessment and apportionment chosen by the City. With the adoption of this Ordinance, the Council will establish the method of payment for the assessments and levy an assessment on the property of the development district which will fund the interest and principal payments on the bonds. The Assessment Ordinance will need to be recorded in the real property records of Travis County, Texas within 7 days of approval.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No
PRESENTATION: Yes
ATTACHMENTS: Yes

- Ordinance No. 739 Levying Assessments

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 739 regarding the levy of assessments in Improvement Area #4 of Manor Heights Public Improvement District and the approval of the 2024 Amended and Restated Service and Assessment Plan.

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

ORDINANCE NO. 739

AN ORDINANCE OF THE CITY OF MANOR, TEXAS MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #4 OF THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #4 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR IMPROVEMENT AREA #4 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #4 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN IMPROVEMENT AREA #4 OF THE DISTRICT; APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY

WHEREAS, Sky Village Kimbro Estates, LLC and RHOF, LLC, in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), filed a petition (the “Petition”) with the City Secretary on September 10, 2018, requesting that the City authorize the Manor Heights Public Improvement District (the “District”) to be created within the City limits; and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then-current ad valorem tax rolls of the Travis Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the “Open Meetings Act”), the City Council conducted a public hearing on November 7, 2018, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the District (the “Authorized Improvements”); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating the District (the “Actual Costs”); the boundaries of the District; the apportionment of the Actual Costs to be assessed against property in the District, and between the District and the municipality; and the method of assessment; and

WHEREAS, on November 7, 2018, after the closing of the public hearing, the City Council adopted Resolution No. 2018-10 which authorizes the District, and which includes the City Council’s findings as to the advisability of the Authorized Improvements; and

WHEREAS, on November 9, 2018, the City published notice of its authorization of the District in the *Manor Community News*, a newspaper of general circulation in the City and no written protests of the District were filed by any owners of record of property within the District within 20 days after November 9, 2018; and

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, RHOF, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership, are the owners of all of the real property that comprises the District (collectively, the “Landowner”), and Forestar (USA) Real Estate Group, Inc. is the developer of the property within the District; and

WHEREAS, on May 5, 2021, by Ordinance No. 609, the City Council approved a Service and Assessment Plan (the “Original Service and Assessment Plan”) for the District and levied assessments within the District for the costs of certain public improvements as authorized by the Act; and

WHEREAS, the City Council desires to levy an additional assessment in Improvement Area #4 of the District to finance the costs of the Authorized Improvements constructed for the benefit of Improvement Area #4 of the District; and

WHEREAS, the City Council, on April 17, 2024, adopted Resolution No. 2024-09, which included as an exhibit a preliminary amended and restated service and assessment plan of the type described in Sections 372.013 and 372.014 of the Texas Local Government Code, directing the filing of the Improvement Area #4 Assessment Roll (the “Assessment Roll”), a copy of which is included as an exhibit to the attached *Exhibit A* and are incorporated herein, making the Assessment Roll available for public inspection, and approving the notice published on April 19, 2024 in *The Manor Journal* of a public hearing to be conducted on May 1, 2024, to consider the proposed assessments to be levied against property located in Improvement Area #4 of the District (the “Assessments”), and also mailed notice of the same hearing to the property owners; and

WHEREAS, the public hearing for May 1, 2024 was postponed, and the notice was re-published on May 3, 2024 in *The Manor Journal* for the public hearing to be conducted on May 15, 2024, to consider the Assessments, and also mailed notice of the same hearing to the property owners on May 1, 2024; and

WHEREAS, the City Council conducted said hearing at the City Council meeting on May 15, 2024, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Assessment Roll, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the apportionment of the costs of the Authorized Improvements, the purpose of the Assessments, the special benefits accruing to the property within Improvement Area #4 of

the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the Amended and Restated Service and Assessment Plan (as defined below), the apportionment of the costs of the Authorized Improvements, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the apportionment of the Actual Costs to be assessed against the property in the District, as reflected in the Assessment Roll and in the service and assessment plan, a copy of which is attached hereto as *Exhibit A* and is incorporated herein (the attached amended and restated service and assessment plan, the “Amended and Restated Service and Assessment Plan” and as updated, amended and supplemented from time to time, the “Service and Assessment Plan”), is fair and reasonable and is made on the basis of special benefits accruing to each parcel because of the Authorized Improvements, and results in the imposing of equal shares of the Actual Costs on property that is similarly benefitted, and the apportionment of the Actual Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

WHEREAS, the Service and Assessment Plan, which has been amended from the Original Service and Assessment Plan, and as updated on August 17, 2022 and June 21, 2023, covers a period of at least five years, defines the District’s annual indebtedness and projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

WHEREAS, the owners of 100% of the privately-owned and taxable property located within Improvement Area #4 of the District, and who are persons to be assessed pursuant to this Ordinance, executed and presented to the City Council on May 5, 2021, a Landowner Agreement (the “Landowner Agreement”) in which said owners acknowledged, accepted, and approved of, without reservation, the Service and Assessment Plan, the Assessment Roll, this Ordinance, and the levy of the Assessments against their property located within Improvement Area #4 of the District, and agree to pay the Assessments when due and payable; and

WHEREAS, the City Council finds and determines that the Assessment Roll, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A*, should be approved, and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS THAT:

Section 1. Findings. The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Public Hearing. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan substantially in the form attached hereto as *Exhibit A* (Amended and Restated Service and Assessment Plan).

Section 4. Service and Assessment Plan. The Service and Assessment Plan is hereby approved as the amended and restated service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Finance Director, and the City Manager are hereby authorized to make such non-substantive changes to the Service and Assessment Plan as may be required to give full effect to this Ordinance and to the Service and Assessment Plan attached hereto.

Section 5. Assessment Roll. The Assessment Roll, attached as Exhibit I-1 to the Service and Assessment Plan, is hereby approved as the Assessment Roll for Improvement Area #4 of the District.

Section 6. Levy and Payment of Assessments for Actual Costs of Improvement Project. (a) The City Council hereby levies an assessment on each tract of property located within Improvement Area #4 of the District, except for the Non-Benefited Property, as shown and described on the Service and Assessment Plan and the Assessment Roll. There is further levied and assessed against each tract of property located within Improvement Area #4 of the District, except for the Non-Benefited Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan, which shall be part of the Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to Improvement Area #4 of the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

(d) Each Assessment may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan.

(f) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(g) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the Actual Costs is set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

Section 9. Lien Property. (a) As provided in that certain Landowner Agreement between the City and the Landowner, dated May 5, 2021, the City Council and the Landowner intend for the obligations, covenants and burdens on the Landowner of the Assessed Property, including without limitation such Landowner's obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the Landowner, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within Improvement Area #4 of the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within Improvement Area #4 of the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

Section 10. Appointment of Administrator and Collector of Assessments. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Finance Director of the City or his or her designee is hereby appointed as the temporary collector of the Assessments. The Finance Director or his or her designee shall serve

in such capacity until such time as the City shall arrange for the collection duties to be performed by the Travis County Tax Office or any other qualified collection agent selected by the City.

Section 11. Applicability of Tax Code. To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

Section 12. 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 13. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Travis County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

Section 14. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

Section 15. 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.

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PASSED AND APPROVED on this 15th day of May 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A

**2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR THE
MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**

Manor Heights Public Improvement District

2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT
PLAN
APRIL 17, 2024



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INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the then-effective provisions of the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On May 5, 2021, the City Council passed and approved Ordinance No. 609 authorizing the levy of Assessments on Assessed Property within the District and approving the Original Service and Assessment Plan for the District.

On August 17, 2022, the City Council passed and approved Ordinance No. 668 which approved the 2022 Annual Service Plan update as well as updating the Assessment Rolls for 2022.

On June 21, 2023, the City Council passed and approved Ordinance No. 708 which accepted and approved the 2023 Amended and Restated Service and Assessment Plan. The 2023 Amended and Restated Service and Assessment Plan (1) levied Improvement Area #3 Assessments, (2) incorporated provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updated the Assessment Rolls.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2024 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #4 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

The PID Act requires a Service Plan for the District. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits

conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**. The Improvement Area #2 Assessment Roll is included as **Exhibit G-1**. The Improvement Area #3 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #4 Assessment Roll is included as **Exhibit I-1**. The Major Improvement Area Assessment Roll is included as **Exhibit J-1**.

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SECTION I: DEFINITIONS

“2022 Annual Service Plan Update” means the 2022 Annual Service Plan Update passed and approved by the City Council on August 17, 2022.

“2023 Amended and Restated Service and Assessment Plan” means the 2023 Amended and Restated Service and Assessment Plan passed and approved by the City Council on June 21, 2023, by Ordinance No. 708 for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

“2024 Amended and Restated Service and Assessment Plan” means this 2024 Amended and Restated Service and Assessment Plan passed and approved by the City Council on _____, __, 2024, by Ordinance No. ____, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #4 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

“Actual Costs” means, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City, or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and

Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Appraisal District” means Travis Central Appraisal District.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means one or more assessment rolls for the Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**. The Improvement Area #2 Assessment Roll is included as **Exhibit G-1**. The Improvement Area #3 Assessment Roll is included at **Exhibit H-1**.

The Improvement Area #4 Assessment Roll is included as **Exhibit I-1**. The Major Improvement Area Assessment Roll is included as **Exhibit J-1**.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit M**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Manor, Texas.

“City Council” means the governing body of the City.

“County” means Travis County, Texas.

“Delinquent Collection Costs” mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“Developer” means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

“District” means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

“District Formation Expenses” means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the 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, or any other information that may impact value.

“Improvement Area #1” means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

“Improvement Area #1-2 Bonds” means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)”, that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

“Improvement Area #1 Annual Installment” means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Improvements” means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

“Improvement Area #1 Projects” means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #2” means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #2 Improvements” means those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

“Improvement Area #2 Projects” means the Improvement Area #2 Improvements and Improvement Area #2’s allocable share of the Major Improvements.

“Improvement Area #3” means approximately 159.04 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

“Improvement Area #3 Annual Installment” means the annual installment payment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #3 Assessed Property” means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

“Improvement Area #3 Assessment” means an Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #3 Assessment Roll” means the Assessment Roll for the Improvement Area #3 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #3 Bonds” means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)”, that are secured by Improvement Area #3 Assessments.

“Improvement Area #3 Condominium Parcel” means all of the area within Improvement Area #3 that is intended to be developed into 106 condominium units, consisting of tax ID 958418 as shown on **Exhibit B-7**.

“Improvement Area #3 Improvements” means those Authorized Improvements that only benefit Improvement Area #3, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #3 Bonds.

“Improvement Area #4” means approximately 138.163 acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-5**.

“Improvement Area #4 Annual Installment” means the annual installment payment of the Improvement Area #4 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #4 Assessed Property” means any Parcel within Improvement Area #4 against which an Improvement Area #4 Assessment is levied.

“Improvement Area #4 Assessment” means an Assessment levied against Improvement Area #4 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #4 Assessment Roll” means the Assessment Roll for the Improvement Area #4 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit I-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #4 Bonds” means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)”, that are secured by Improvement Area #4 Assessments.

“Improvement Area #4 Improvements” means those Authorized Improvements that only benefit Improvement Area #4, more specifically described in **Section III.E**, and which are to be financed with the proceeds of the Improvement Area #4 Bonds.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

“Lot Type 1” means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 2” means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 3” means a Lot within Improvement Area #2 designated as a 55’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 4” means a Lot within Improvement Area #3 designated as a 50’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 5” means a Lot within Improvement Area #3 designated as a 55’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 6” means a Lot within Improvement Area #3 designated as a 60’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 7” means a Lot within Improvement Area #4 designated as a 50’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 8” means a Lot within Improvement Area #4 designated as a 55’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 9” means a Lot within Improvement Area #4 designated as a 60’ single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

“Lot Type 10” means a Lot within Improvement Area #3 designated as a condominium residential lot by the Owner. All Lot Type 10 condominium residential lots will be contained within tax ID 958418 as shown on **Exhibit B-7**.

“Major Improvement Area” means approximately 383.102 acres located within the District, as shown on **Exhibit B-6** and more specifically described in **Exhibit A-6**.

“Major Improvement Area Annual Installment” means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Major Improvement Area Assessed Property” means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

“Major Improvement Area Assessment” means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Major Improvement Area Assessment Roll” means the Assessment Roll for the Major Improvement Area Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit J-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Major Improvement Area Bonds” means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).”

“Major Improvement Area Projects” means Major Improvement Area’s allocable share of the Major Improvements, District Formation Expenses and Bond Issuance Costs.

“Major Improvement Area Remainder Parcel” means all of the area within the Major Improvement Area, save and except all property within Improvement Area #3. Until a plat has been recorded on a property ID within the Major Improvement Area Remainder Parcel, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Remainder Parcel based on the Appraisal District acreage for billing purposes only.

“Major Improvements” means the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A.**

“Maximum Assessment” means, for each Lot within Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4, the amount shown for each Lot Type on **Exhibit K.** The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

“Original Service and Assessment Plan” means the Service and Assessment Plan passed and approved by City Council on May 5th, 2021, by Ordinance No. 609, which levied Assessments on Assessed Property within the District and approved the Assessment Roll.

“Owner” means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

“Parcel(s)” means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds, the Improvement Area #3 Bonds, the Improvement Area #4 Bonds, and the Major Improvement Area Bonds.

“Phase 1 Section 1 Final Plat” means the platted property contained within the Manor Heights Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

“Phase 1 Section 1 Final Plat (Manor Heights South)” means the platted property contained within the Manor Heights South Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

“Phase 1 Section 2 Final Plat” means the platted property contained within the Manor Heights Phase 1, Section 2 Final Plat attached hereto as **Appendix A.**

“Phase 2 Section 1A Final Plat” means the platted property contained within the Manor Heights Phase 2, Section 1A Final Plat attached hereto as **Appendix A.**

“Phase 2 Section 1B Final Plat” means the platted property contained within the Manor Heights Phase 2, Section 1B Final Plat attached hereto as **Appendix A.**

“Phase 2 Section 2 Final Plat” means the platted property contained within the Manor Heights Phase 2, Section 2 Final Plat attached hereto as **Appendix A**.

“Phase 3 Section 1 Final Plat” means the platted property contained within the Manor Heights Phase 3, Section 1 Final Plat attached hereto as **Appendix A**.

“Phase 3 Section 2 Final Plat” means the platted property contained within the Manor Heights Phase 3, Section 2 Final Plat attached hereto as **Appendix A**.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

“Prepayment Costs” means interest and Annual Collection Costs incurred up to the date of Prepayment.

“Property ID” means a unique number assigned to each Parcel by the Appraisal District.

“Service and Assessment Plan” means any Service and Assessment Plan as amended, modified, and updated from time to time.

“Service Plan” means a plan approved by the City Council that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means a trustee (or successor trustee) under the applicable Indenture.

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SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 1,256 single-family units, 404 condominiums, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 251 single-family units.

Improvement Area #3 includes approximately 159.04 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of Improvement Area #3 is anticipated to include approximately 285 single-family units and 106 condominiums.

Improvement Area #4 includes approximately 138.163 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-5** and depicted on **Exhibit B-5**. Development of Improvement Area #4 is anticipated to include approximately 456 single-family units.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-6** and depicted on **Exhibit B-6**. Improvement Area #3 and Improvement Area #4 are contained within the Major Improvement Area. Development of the remainder of the Major Improvement Area is anticipated to include approximately 298 condominiums, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the

Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3 Improvements, the Improvement Area #4 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit M**.

A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbrow ROW Acquisition*

Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

B. Improvement Area #1 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

C. Improvement Area #2 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #2. Improvements including permits, fees and fiscals.

D. Improvement Area #3 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for sidewalks and high modulus mixtures for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

E. Improvement Area #4 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #4.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #4.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation, and all other necessary appurtenances required to ensure proper drainage within Improvement Area #4.

- *Roadway*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicapped ramps. All related earthwork, excavation, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #4.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #4 Improvements including permits, fees, and fiscals.

F. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds

as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

G. District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the District Formation and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the

City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit O**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements were allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3 Improvements were allocated entirely to the Improvement Area #3 Assessed Property.
- The Improvement Area #4 Improvements are allocated entirely to the Improvement Area #4 Assessed Property.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments were levied on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2** and **Exhibit H-3**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #4 Assessments are levied on the Improvement Area #4 Assessed Property as shown on the Improvement Area #4 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Improvement Area #4 Annual Installments are shown on **Exhibit I-2** and **Exhibit I-3**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments were levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit J-1**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J-2**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of Assessed Property within an Improvement Area by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit K**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*
 1. The costs of Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal \$8,626,986, as shown on **Exhibit C**; and
 2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and
 3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,735,156, of which \$3,565,647.30 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and
 4. The special benefit (\geq \$8,626,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$3,735,156) levied on the Improvement Area #1 Assessed Property; and
 5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit

on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal \$10,448,125, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,569,844, of which \$3,380,122.32 remains outstanding, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**; and
4. The special benefit (\geq \$10,448,125) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments (\$3,569,844) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*
 1. The costs of Improvement Area #3 Improvements and Bond Issuance Costs equal \$11,358,424, as shown on **Exhibit C**; and
 2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #3 Improvements and Bond Issuance Costs; and
 3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Improvements and Bond Issuance costs, which equal \$4,280,000, of which \$4,245,000.00 remains outstanding, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-1**; and
 4. The special benefit (\geq \$11,358,424) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #3 Assessments (\$4,280,000) levied on the Improvement Area #3 Assessed Property; and
 5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Owner owned 100% of the Improvement Area #3 Assessed Property. The Owner acknowledged that Improvement Area #3 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Improvement Area #3 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2023 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

- *Improvement Area #4*
 1. The costs of Improvement Area #4 Improvements and Bond Issuance Costs equal \$15,326,390, as shown on **Exhibit C**; and
 2. The Improvement Area #4 Assessed Property receives special benefit from Improvement Area #4 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #4 Improvements and Bond Issuance Costs; and

3. The Improvement Area #4 Assessed Property is allocated 100% of the Improvement Area #4 Assessments levied on the Improvement Area #4 Assessed Property for the Improvement Area #4 Improvements and Bond Issuance Costs, which equal \$5,070,000, as shown on the Improvement Area #4 Assessment Roll attached hereto as **Exhibit I-1**; and
 4. The special benefit (\geq \$15,326,390) received by the Improvement Area #4 Assessed Property from Improvement Area #4 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #4 Assessments (\$5,070,000) levied on the Improvement Area #4 Assessed Property; and
 5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #4 Assessments, the Owner owned 100% of the Improvement Area #4 Assessed Property. The Owner acknowledged that Improvement Area #4 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #4 Assessed Property and consented to the imposition of the Improvement Area #4 Assessments to pay for the Improvement Area #4 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #4 Assessments on the Improvement Area #4 Assessed Property.
- *Major Improvement Area*
 1. The costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal \$8,111,777, as shown on **Exhibit C**; and
 2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs; and
 3. The Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs, which equal \$8,080,000, of which \$7,775,000.00 remains outstanding, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit J-1**; and
 4. The special benefit (\geq \$8,111,777) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, District Formation Expenses and

Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments (\$8,080,000) levied on the Major Improvement Area Assessed Property; and

5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest Rate shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner,

homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council

shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached hereto as **Exhibit N**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken

Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

G. Payment of Assessment in Annual Installments

Exhibit F-2 shows the projected Improvement Area #1 Annual Installments. **Exhibit G-2** shows the projected Improvement Area #2 Annual Installments. **Exhibit H-2** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds. **Exhibit H-3** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #3. **Exhibit I-2** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds. **Exhibit I-3** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #4. **Exhibit J-2** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4 or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, Improvement Area #3 Assessed Property, Improvement Area #4 Assessed Property, and Major Improvement Area Assessed Property, respectively, based on the Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed

Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel within the Improvement Area #3 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #4 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #4 Assessment Roll and Improvement Area #4 Annual Installments for each Parcel within the Improvement Area #4 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit J-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended

and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit T-1, Exhibit T-2, Exhibit T-3, Exhibit T-4, Exhibit T-5, Exhibit T-6, Exhibit T-7, Exhibit T-8, Exhibit T-9, and Exhibit T-10**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Improvement Area #2 Legal Description
Exhibit A-4	Improvement Area #3 Legal Description
Exhibit A-5	Improvement Area #4 Legal Description
Exhibit A-6	Major Improvement Area Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit B-3	Improvement Area #2 Boundary Map
Exhibit B-4	Improvement Area #3 Boundary Map
Exhibit B-5	Improvement Area #4 Boundary Map
Exhibit B-6	Major Improvement Area Boundary Map
Exhibit B-7	Improvement Area #3 Condominium Parcel Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installment Schedule
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installment Schedule
Exhibit H-1	Improvement Area #3 Assessment Roll
Exhibit H-2	Improvement Area #3 Bonds Annual Installment Schedule
Exhibit H-3	Improvement Area #3 Total Annual Installment Schedule
Exhibit I-1	Improvement Area #4 Assessment Roll
Exhibit I-2	Improvement Area #4 Bonds Annual Installment Schedule
Exhibit I-3	Improvement Area #4 Total Annual Installment Schedule

Exhibit J-1	Major Improvement Area Assessment Roll
Exhibit J-2	Major Improvement Area Annual Installment Schedule
Exhibit K	Maximum Assessment Per Lot Type
Exhibit L	Lot Type Classification Maps
Exhibit M	Maps of Authorized Improvements
Exhibit N	Notice of PID Assessment Lien Termination
Exhibit O	Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4
Exhibit P	Improvement Area #1-2 Bond Debt Service Schedule
Exhibit Q	Improvement Area #3 Bond Debt Service Schedule
Exhibit R	Improvement Area #4 Bond Debt Service Schedule
Exhibit S	Major Improvement Area Bond Debt Service Schedule
Exhibit T-1	Lot Type 1 Buyer Disclosure
Exhibit T-2	Lot Type 2 Buyer Disclosure
Exhibit T-3	Lot Type 3 Buyer Disclosure
Exhibit T-4	Lot Type 4 Buyer Disclosure
Exhibit T-5	Lot Type 5 Buyer Disclosure
Exhibit T-6	Lot Type 6 Buyer Disclosure
Exhibit T-7	Lot Type 7 Buyer Disclosure
Exhibit T-8	Lot Type 8 Buyer Disclosure
Exhibit T-9	Lot Type 9 Buyer Disclosure
Exhibit T-10	Lot Type 10 Buyer Disclosure
Exhibit U	Improvement Area #3 Engineering Report
Exhibit V	Improvement Area #4 Engineering Report

APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A Final Plats within the District

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EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

Exhibit A The Property

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS
DESCRIPTION OF A
3.700 ACRE RIGHT-OF-WAY OF LAND**

BEING a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

THENCE, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

THENCE, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

THENCE, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

THENCE, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way 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 grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE
RIGHT-OF-WAY
TO BE RELEASED**

A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APS	9/3/2020	069255703	1 OF 2

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

Improvement Area #3 is contained within the area described by the Manor Heights Phase 2 Section 1B Final Plat BLK M Lot 2, Manor Heights Phase 3 Section 1 Final Plat & Manor Heights Phase 3 Section 2 Final Plat which are attached in **Appendix A**.

EXHIBIT A-5 – IMPROVEMENT AREA #4 LEGAL DESCRIPTION

Improvement Area #4 contains approximately 138.163 acres as described in the plats for Manor Heights Phase 4 Section A, Manor Heights Phase 4B, and Manor Heights Phase 5, which are attached in **Appendix A**.

EXHIBIT A-6 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

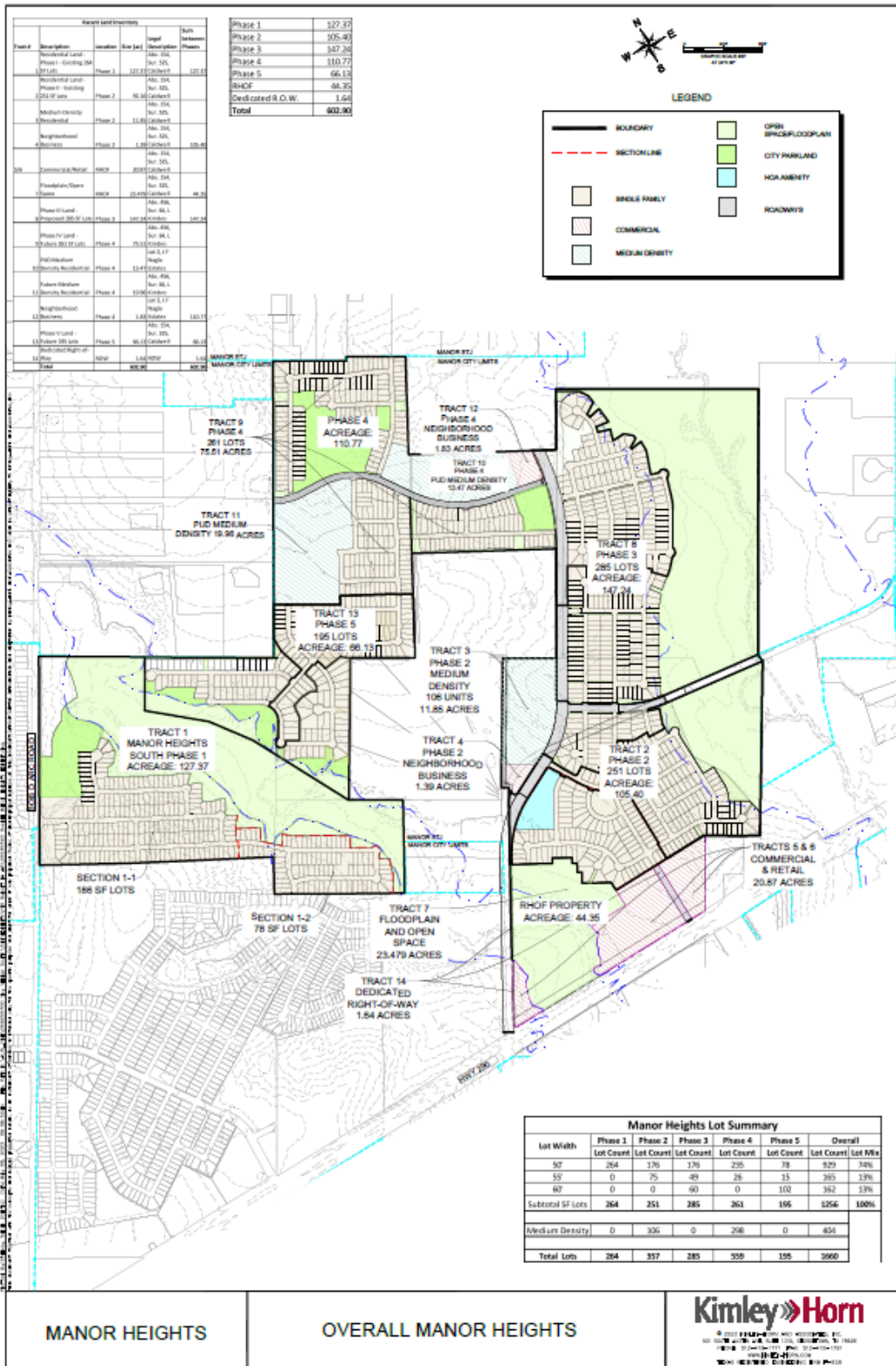
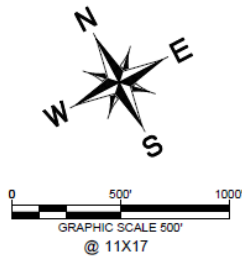


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

LEGEND



	BOUNDARY
	IA #1
	TAX PARCEL BOUNDARY

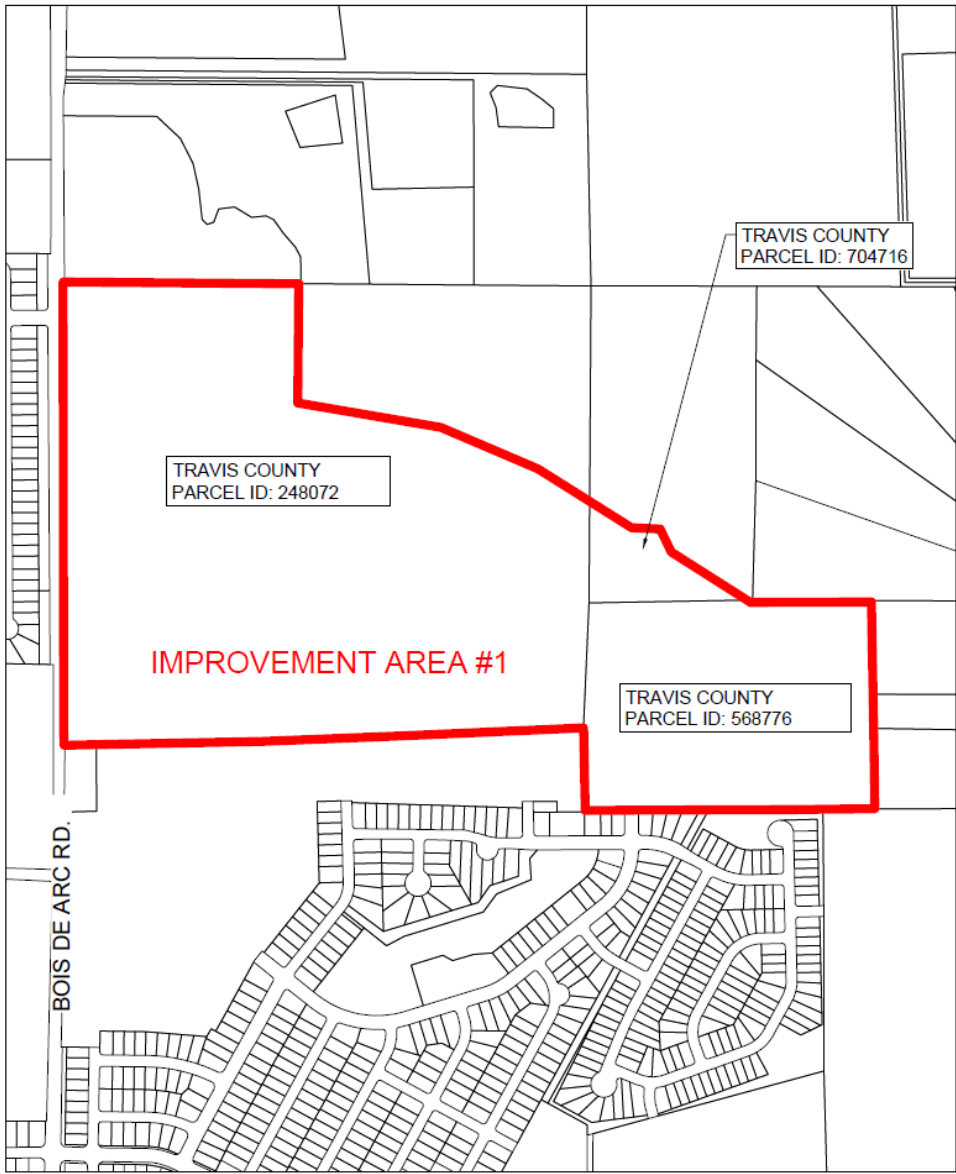


EXHIBIT F - IMPROVEMENT AREA #1

MANOR, TEXAS
FEBRUARY 2021



EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

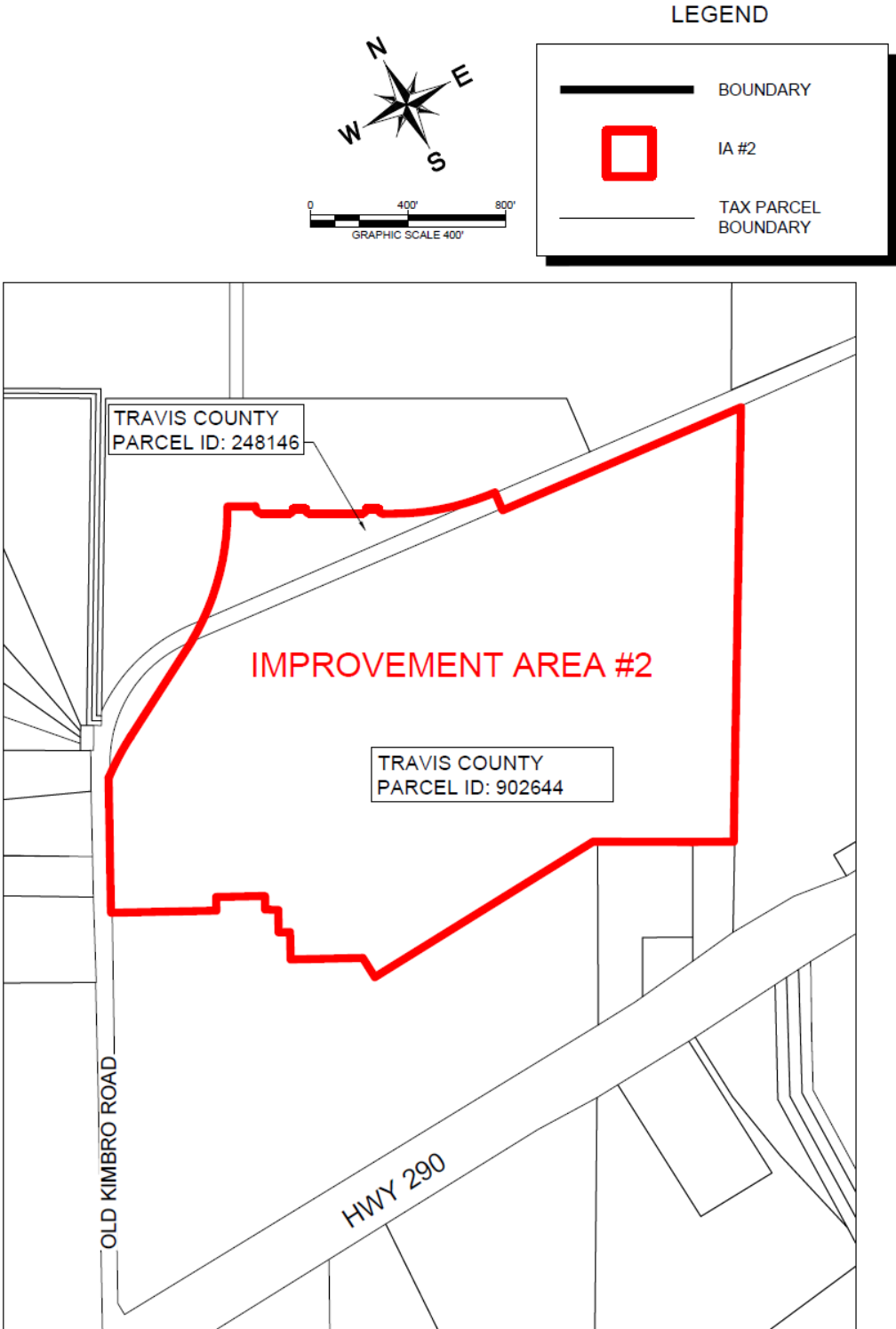


EXHIBIT H - IMPROVEMENT AREA #2

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn
12014 Jollyhoke
Building 4, Suite 200
Austin, Texas 78750
512-718-1771
State of Texas Registration No. F-4228
www.kimleyhorn.com

EXHIBIT B-4 – IMPROVEMENT AREA #3 BOUNDARY MAP

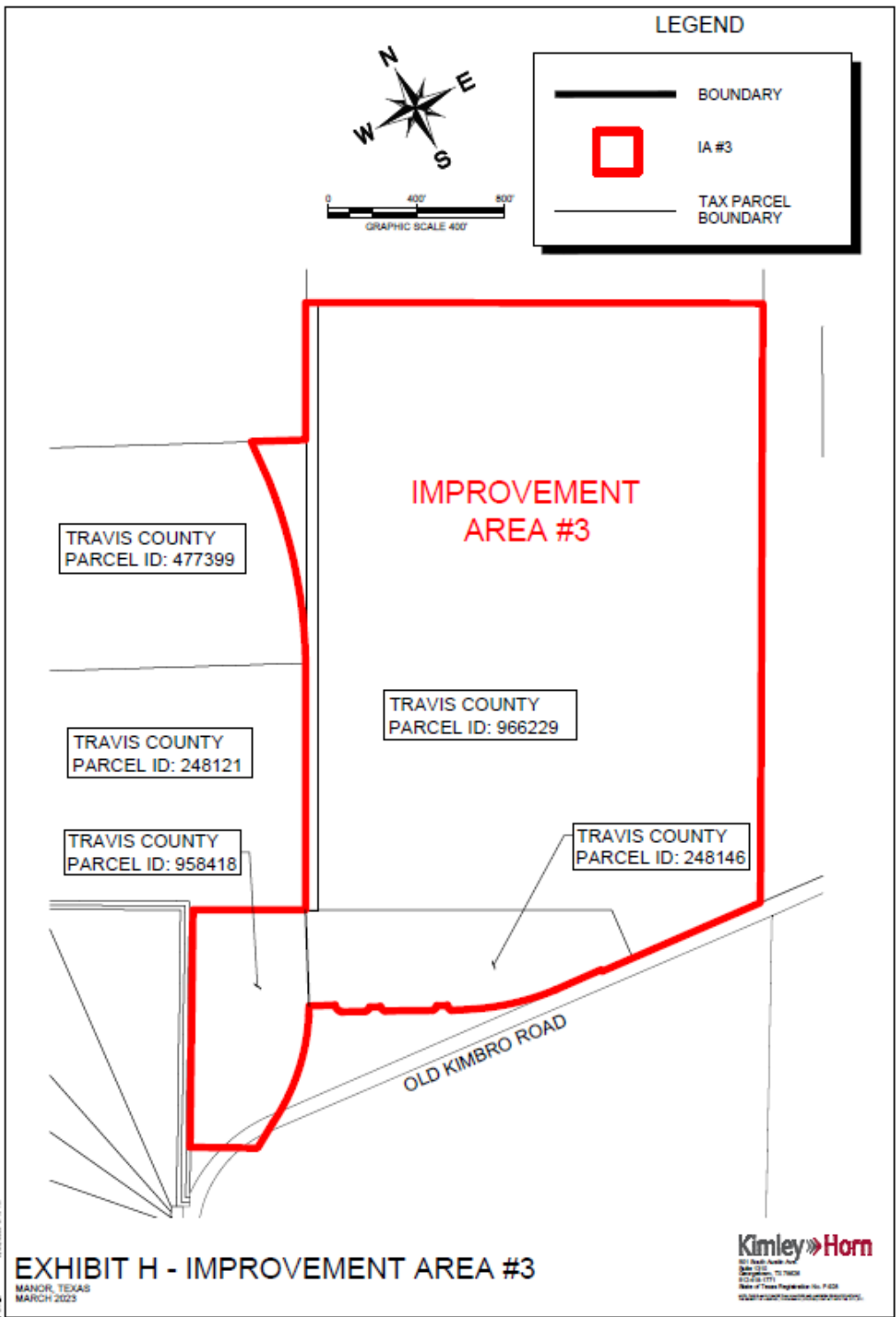


EXHIBIT B-5 – IMPROVEMENT AREA #4 BOUNDARY MAP

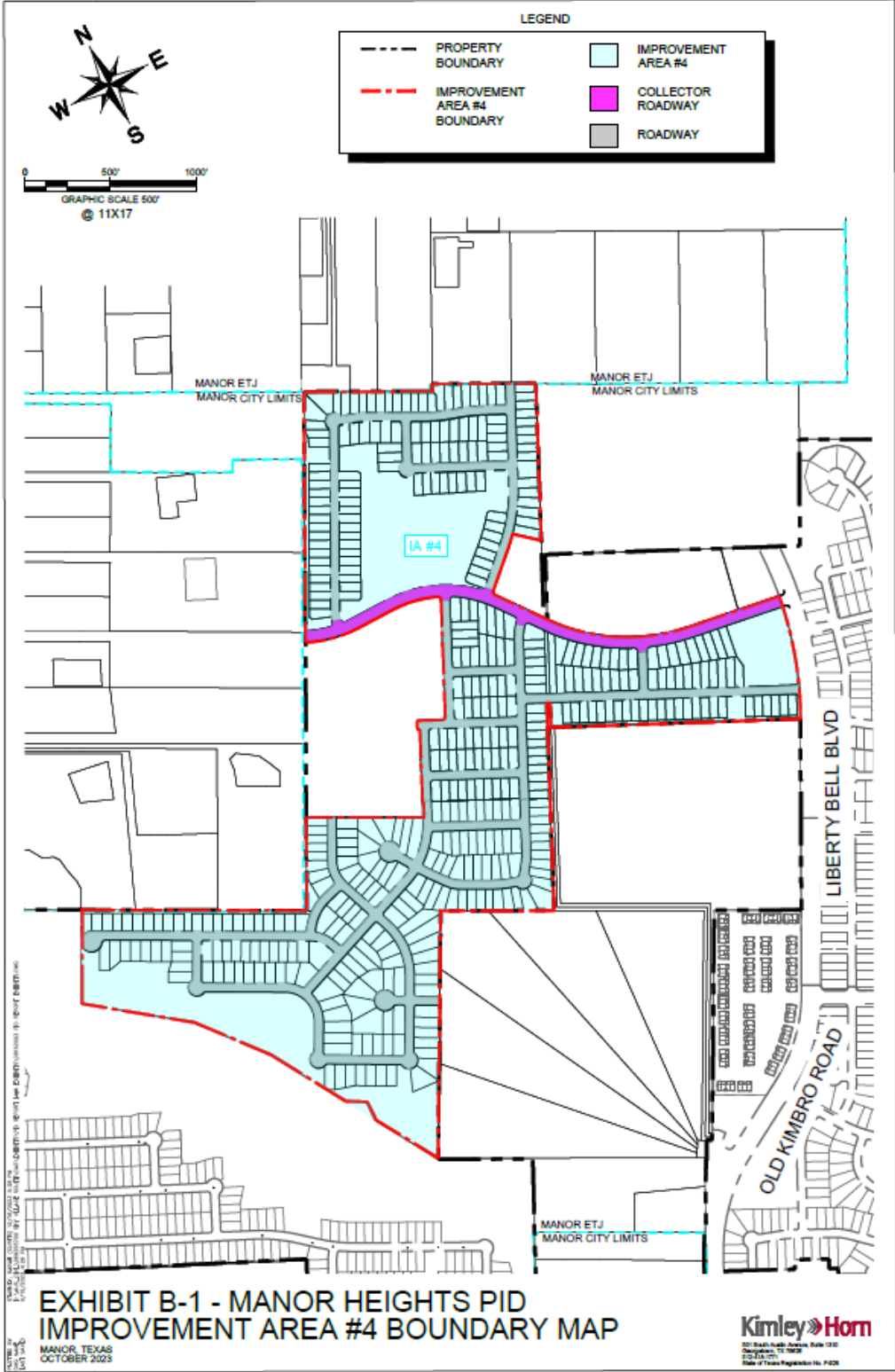


EXHIBIT B-6 - MAJOR IMPROVEMENT AREA BOUNDARY MAP

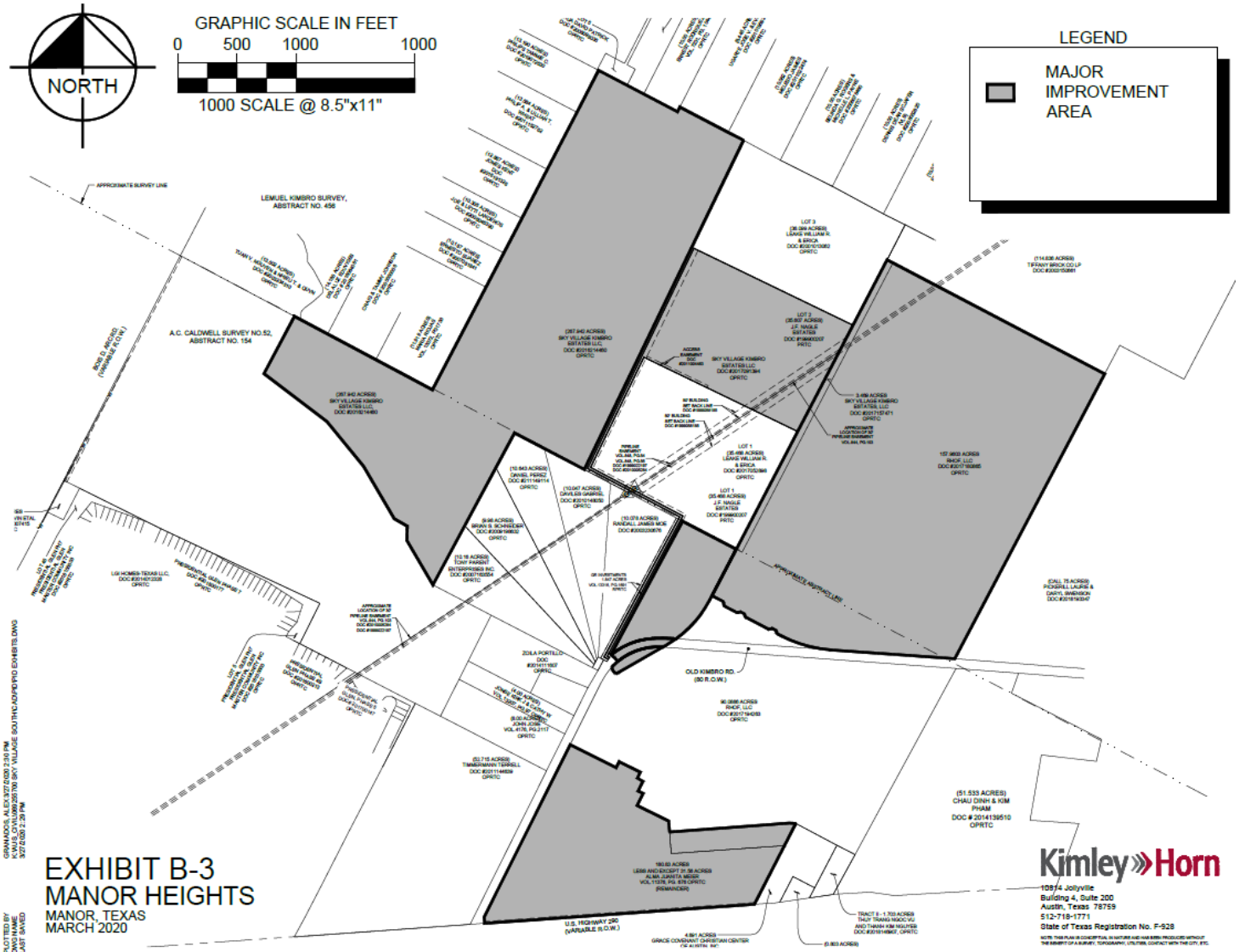


EXHIBIT B-7 – IMPROVEMENT AREA #3 CONDOMINIUM PARCEL MAP

All Improvement Area #3 condominium lots will be contained within Tax ID 958418 upon final plat.

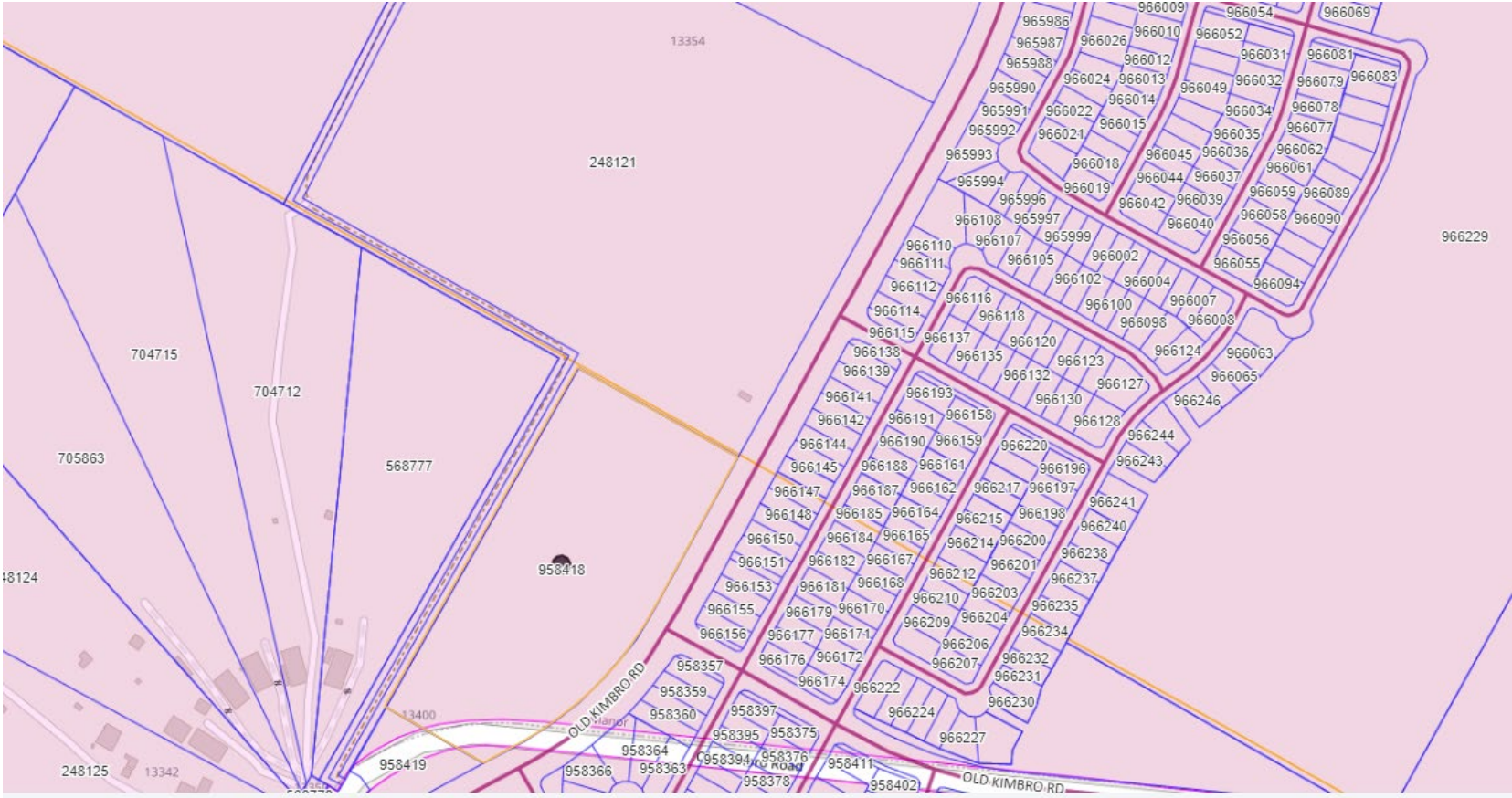


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Improvement Area #1 [a]	Improvement Area #2 [a]	Improvement Area #3 [c]	Improvement Area #4 [d]	Major Improvement Area [b]
<i>Major Improvements</i>						
Wastewater Treatment Plant Phase 1	\$ 5,119,898	\$ 799,087	\$ 763,720	\$ -	\$ -	\$ 3,557,091
Roadway	3,115,626	486,270	464,749	-	-	2,164,607
Kimbro ROW Acquisition	47,348	7,390	7,063	-	-	32,895
Soft Costs [e]	1,242,431	193,912	185,330	-	-	863,189
	<u>\$ 9,525,302</u>	<u>\$ 1,486,659</u>	<u>\$ 1,420,862</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,617,781</u>
<i>Improvement Area #1 Improvements</i>						
Water	\$ 877,624	\$ 877,624	\$ -	\$ -	\$ -	\$ -
Wastewater	761,450	761,450	-	-	-	-
Drainage	1,147,364	1,147,364	-	-	-	-
Roadway	3,462,805	3,462,805	-	-	-	-
Trails	59,850	59,850	-	-	-	-
Soft Costs [e]	163,600	163,600	-	-	-	-
	<u>\$ 6,472,693</u>	<u>\$ 6,472,693</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>						
Water	\$ 895,023	\$ -	\$ 895,023	\$ -	\$ -	\$ -
Wastewater	1,119,316	-	1,119,316	-	-	-
Drainage	1,164,737	-	1,164,737	-	-	-
Roadway	4,889,702	-	4,889,702	-	-	-
Trails	-	-	-	-	-	-
Soft Costs [e]	320,400	-	320,400	-	-	-
	<u>\$ 8,389,178</u>	<u>\$ -</u>	<u>\$ 8,389,178</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Improvement Area #3 Improvements</i>						
Water	\$ 1,199,062	\$ -	\$ -	\$ 1,199,062	\$ -	\$ -
Wastewater	1,777,998	-	-	1,777,998	-	-
Drainage	3,229,931	-	-	3,229,931	-	-
Roadway	3,012,678	-	-	3,012,678	-	-
Soft Costs [e]	1,382,950	-	-	1,382,950	-	-
	<u>\$ 10,602,619</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,602,619</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Improvement Area #4 Improvements</i>						
Water	\$ 2,173,306	\$ -	\$ -	\$ -	\$ 2,173,306	\$ -
Wastewater	2,348,206	-	-	-	2,348,206	-
Drainage	2,736,230	-	-	-	2,736,230	-
Roadway	4,834,330	-	-	-	4,834,330	-
Soft Costs [e]	1,813,811	-	-	-	1,813,811	-
	<u>\$ 13,905,883</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,905,883</u>	<u>\$ -</u>
<i>Bond Issuance Costs and District Formation Expenses</i>						
Debt Service Reserve Fund [f]	\$ 1,714,711	\$ 218,536	\$ 208,864	\$ 296,029	\$ 490,157	\$ 501,125
Capitalized Interest [f]	1,010,544	134,565	128,610	-	414,050	333,319
Underwriter Discount [f]	742,050	112,055	107,095	128,400	152,100	242,400
Cost of Issuance [f]	1,325,327	187,139	178,856	267,980	304,200	387,152
Original Issue Discount [f]	33,395	-	-	33,395	-	-
First Year Annual Collection Costs [f]	150,000	15,339	14,661	30,000	60,000	30,000
	<u>\$ 4,976,028</u>	<u>\$ 667,634</u>	<u>\$ 638,086</u>	<u>\$ 755,805</u>	<u>\$ 1,420,507</u>	<u>\$ 1,493,996</u>
Total	\$ 53,871,701	\$ 8,626,986	\$ 10,448,125	\$ 11,358,424	\$ 15,326,390	\$ 8,111,777

Notes:

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[d] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 11/21/2023. Improvement Area #4 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[e] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[f] Costs associated with the issuance of Improvement Area #1-2 bonds were allocated between Improvement Area # 1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 81,810	\$ 84,367	\$ 86,924	\$ 89,480	\$ 92,037
Interest		\$ 130,667	\$ 128,621	\$ 126,512	\$ 123,796	\$ 120,999
Capitalized Interest		-	-	-	-	-
	(1)	\$ 212,477	\$ 212,988	\$ 213,436	\$ 213,276	\$ 213,036
Annual Collection Costs	(2)	\$ 17,227	\$ 17,571	\$ 17,923	\$ 18,281	\$ 18,647
Additional Interest Reserve	(3)	\$ 17,896	\$ 17,487	\$ 17,065	\$ 16,631	\$ 16,183
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 247,600	\$ 248,046	\$ 248,423	\$ 248,187	\$ 247,866

Improvement Area #2						
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 78,190	\$ 80,633	\$ 83,076	\$ 85,520	\$ 87,963
Interest		\$ 124,883	\$ 122,929	\$ 120,913	\$ 118,317	\$ 115,644
Capitalized Interest		-	-	-	-	-
	(1)	\$ 203,073	\$ 203,562	\$ 203,989	\$ 203,837	\$ 203,608
Annual Collection Costs	(2)	\$ 16,464	\$ 16,794	\$ 17,129	\$ 17,472	\$ 17,821
Additional Interest Reserve	(3)	\$ 17,104	\$ 16,713	\$ 16,310	\$ 15,894	\$ 15,467
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 236,641	\$ 237,068	\$ 237,429	\$ 237,203	\$ 236,896

Improvement Area #3						
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 71,000	\$ 72,000	\$ 75,000	\$ 79,000	\$ 83,000
Interest		\$ 224,860	\$ 221,665	\$ 218,425	\$ 215,050	\$ 211,495
Capitalized Interest		-	-	-	-	-
	(1)	\$ 295,860	\$ 293,665	\$ 293,425	\$ 294,050	\$ 294,495
Annual Collection Costs	(2)	\$ 19,527	\$ 19,918	\$ 20,316	\$ 20,723	\$ 21,137
Additional Interest Reserve	(3)	\$ 21,225	\$ 20,870	\$ 20,510	\$ 20,135	\$ 19,740
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 336,612	\$ 334,453	\$ 334,251	\$ 334,908	\$ 335,372

Improvement Area #4						
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ -	\$ 59,000	\$ 63,000	\$ 67,000	\$ 72,000
Interest		\$ 414,050	\$ 310,538	\$ 306,924	\$ 303,065	\$ 298,961
Capitalized Interest		\$ (414,050)	-	-	-	-
	(1)	\$ -	\$ 369,538	\$ 369,924	\$ 370,065	\$ 370,961
Annual Collection Costs	(2)	\$ -	\$ 31,212	\$ 31,836	\$ 32,473	\$ 33,122
Additional Interest Reserve	(3)	\$ -	\$ 25,350	\$ 25,055	\$ 24,740	\$ 24,405
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 426,100	\$ 426,815	\$ 427,278	\$ 428,489

Major Improvement Area						
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 160,000	\$ 170,000	\$ 175,000	\$ 180,000	\$ 185,000
Interest		\$ 323,788	\$ 318,788	\$ 313,475	\$ 306,913	\$ 300,163
Capitalized Interest		-	-	-	-	-
	(1)	\$ 483,788	\$ 488,788	\$ 488,475	\$ 486,913	\$ 485,163
Annual Collection Costs	(2)	\$ 31,888	\$ 32,525	\$ 33,176	\$ 33,839	\$ 34,516
Additional Interest Reserve	(3)	\$ 38,875	\$ 38,075	\$ 37,225	\$ 36,350	\$ 35,450
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 554,550	\$ 559,388	\$ 558,876	\$ 557,102	\$ 555,129

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Improvement Area #4	Major Improvement Area
Sources of Funds					
Improvement Area #1-2 Bond Par	\$ 3,735,156	\$ 3,569,844	\$ -	\$ -	\$ -
Improvement Area #1-2 Bond Premium	44,700	42,721	-	-	-
Improvement Area #3 Bond Par	-	-	4,280,000	-	-
Improvement Area #4 Bond Par	-	-	-	5,070,000	-
Major Improvement Area Bond Par	-	-	-	-	8,080,000
Owner Contribution	4,847,130	6,835,560	7,078,424	10,256,390	31,777
Total Sources	\$ 8,626,986	\$ 10,448,125	\$ 11,358,424	\$ 15,326,390	\$ 8,111,777
Uses of Funds					
Major Improvements	\$ 1,486,659	\$ 1,420,862	\$ -	\$ -	\$ 6,617,781
Improvement Area #1 Improvements	6,472,693	-	-	-	-
Improvement Area #2 Improvements	-	8,389,178	-	-	-
Improvement Area #3 Improvements	-	-	10,602,619	-	-
Improvement Area #4 Improvements	-	-	-	13,905,883	-
	\$ 7,959,352	\$ 9,810,039	\$ 10,602,619	\$ 13,905,883	\$ 6,617,781
<i>Bond Issuance Costs and District Formation Expenses</i>					
Debt Service Reserve Fund	\$ 218,536	\$ 208,864	\$ 296,029	\$ 490,157	\$ 501,125
Capitalized Interest	134,565	128,610	-	414,050	333,319
Underwriter Discount	112,055	107,095	128,400	152,100	242,400
Cost of Issuance	187,139	178,856	267,980	304,200	387,152
Original Issue Discount	-	-	33,395	-	-
First Year Annual Collection Costs	15,339	14,661	30,000	60,000	30,000
	\$ 667,634	\$ 638,086	\$ 755,805	\$ 1,420,507	\$ 1,493,996
Total Uses	\$ 8,626,986	\$ 10,448,125	\$ 11,358,424	\$ 15,326,390	\$ 8,111,777

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
951773	1	\$ 13,557.59	\$ 938.13
951774	1	\$ 13,557.59	\$ 938.13
951775	1	\$ 13,557.59	\$ 938.13
951776	1	\$ 13,557.59	\$ 938.13
951891	1	\$ 13,557.59	\$ 938.13
951892	1	\$ 13,557.59	\$ 938.13
951893	1	\$ 13,557.59	\$ 938.13
951894	1	\$ 13,557.59	\$ 938.13
951895	1	\$ 13,557.59	\$ 938.13
951896	1	\$ 13,557.59	\$ 938.13
951897	1	\$ 13,557.59	\$ 938.13
951898	1	\$ 13,557.59	\$ 938.13
951899	1	\$ 13,557.59	\$ 938.13
951900	1	\$ 13,557.59	\$ 938.13
951901	1	\$ 13,557.59	\$ 938.13
951902	1	\$ 13,557.59	\$ 938.13
951903	1	\$ 13,557.59	\$ 938.13
951904	1	\$ 13,557.59	\$ 938.13
951905	1	\$ 13,557.59	\$ 938.13
951906	1	\$ 13,557.59	\$ 938.13
951907	1	\$ 13,557.59	\$ 938.13
951908	1	\$ 13,557.59	\$ 938.13
951909	1	\$ 13,557.59	\$ 938.13
951910	1	\$ 13,557.59	\$ 938.13
951911	1	\$ 13,557.59	\$ 938.13
951912	1	\$ 13,557.59	\$ 938.13
951913	1	\$ 13,557.59	\$ 938.13
951914	1	\$ 13,557.59	\$ 938.13
951915	1	\$ 13,557.59	\$ 938.13
951916	1	\$ 13,557.59	\$ 938.13
951917	1	\$ 13,557.59	\$ 938.13
951918	1	\$ 13,557.59	\$ 938.13
951919	1	\$ 13,557.59	\$ 938.13
951920	1	\$ 13,557.59	\$ 938.13
951921	1	\$ 13,557.59	\$ 938.13
951922	1	\$ 13,557.59	\$ 938.13
951923	1	\$ 13,557.59	\$ 938.13
951924	1	\$ 13,557.59	\$ 938.13
951925	1	\$ 13,557.59	\$ 938.13
951926	1	\$ 13,557.59	\$ 938.13

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
951927	1	\$ 13,557.59	\$ 938.13
951928	1	\$ 13,557.59	\$ 938.13
951929	1	\$ 13,557.59	\$ 938.13
951930	1	\$ 13,557.59	\$ 938.13
951931	1	\$ 13,557.59	\$ 938.13
951932	1	\$ 13,557.59	\$ 938.13
951933	1	\$ 13,557.59	\$ 938.13
951934	1	\$ 13,557.59	\$ 938.13
951935	1	\$ 13,557.59	\$ 938.13
951936	1	\$ 13,557.59	\$ 938.13
951937	1	\$ 13,557.59	\$ 938.13
951938	1	\$ 13,557.59	\$ 938.13
951939	1	\$ 13,557.59	\$ 938.13
951940	1	\$ 13,557.59	\$ 938.13
951941	1	\$ 13,557.59	\$ 938.13
951942	1	\$ 13,557.59	\$ 938.13
951943	1	\$ 13,557.59	\$ 938.13
951944	1	\$ 13,557.59	\$ 938.13
951945	1	\$ 13,557.59	\$ 938.13
951946	1	\$ 13,557.59	\$ 938.13
951947	1	\$ 13,557.59	\$ 938.13
951948	1	\$ 13,557.59	\$ 938.13
951949	1	\$ 13,557.59	\$ 938.13
951950	1	\$ 13,557.59	\$ 938.13
951951	1	\$ 13,557.59	\$ 938.13
951952	1	\$ 13,557.59	\$ 938.13
951953	1	\$ 13,557.59	\$ 938.13
951954	1	\$ 13,557.59	\$ 938.13
951955	1	\$ 13,557.59	\$ 938.13
951956	1	\$ 13,557.59	\$ 938.13
951957	1	\$ 13,557.59	\$ 938.13
951958	1	\$ 13,557.59	\$ 938.13
951960	1	\$ 13,557.59	\$ 938.13
951961	1	\$ 13,557.59	\$ 938.13
951962	1	\$ 13,557.59	\$ 938.13
951963	1	\$ 13,557.59	\$ 938.13
951964	1	\$ 13,557.59	\$ 938.13
951965	1	\$ 13,557.59	\$ 938.13
951966	1	\$ 13,557.59	\$ 938.13
951967	1	\$ 13,557.59	\$ 938.13

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
951968	1	\$ 13,557.59	\$ 938.13
951969	1	\$ 13,557.59	\$ 938.13
951970	1	\$ 13,557.59	\$ 938.13
951971	1	\$ 13,557.59	\$ 938.13
951972	1	\$ 13,557.59	\$ 938.13
951973	1	\$ 13,557.59	\$ 938.13
951974	1	\$ 13,557.59	\$ 938.13
951975	1	\$ 13,557.59	\$ 938.13
951976	1	\$ 13,557.59	\$ 938.13
951977	1	\$ 13,557.59	\$ 938.13
951978	1	\$ 13,557.59	\$ 938.13
951979	1	\$ 13,557.59	\$ 938.13
951980	1	\$ 13,557.59	\$ 938.13
951981	1	\$ 13,557.59	\$ 938.13
951982	1	\$ 13,557.59	\$ 938.13
951983	1	\$ 13,557.59	\$ 938.13
951984	1	\$ 13,557.59	\$ 938.13
951985	1	\$ 13,557.59	\$ 938.13
951986	1	\$ 13,557.59	\$ 938.13
951987	1	\$ 13,557.59	\$ 938.13
951988	1	\$ 13,557.59	\$ 938.13
951989	1	\$ 13,557.59	\$ 938.13
951990	1	\$ 13,557.59	\$ 938.13
951991	1	\$ 13,557.59	\$ 938.13
951992	1	\$ 13,557.59	\$ 938.13
951993	1	\$ 13,557.59	\$ 938.13
951994	1	\$ 13,557.59	\$ 938.13
951995	1	\$ 13,557.59	\$ 938.13
951996	1	\$ 13,557.59	\$ 938.13
951997	1	\$ 13,557.59	\$ 938.13
951998	1	\$ 13,557.59	\$ 938.13
951999	1	\$ 13,557.59	\$ 938.13
952000	Open Space	\$ -	\$ -
952001	Open Space	\$ -	\$ -
952002	Open Space	\$ -	\$ -
952003	Open Space	\$ -	\$ -
952004	1	\$ 13,557.59	\$ 938.13
952005	1	\$ 13,557.59	\$ 938.13
952006	1	\$ 13,557.59	\$ 938.13
952007	1	\$ 13,557.59	\$ 938.13

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
952008	1	\$ 13,557.59	\$ 938.13
952009	1	\$ 13,557.59	\$ 938.13
952010	1	\$ 13,557.59	\$ 938.13
952011	1	\$ 13,557.59	\$ 938.13
952012	1	\$ 13,557.59	\$ 938.13
952013	1	\$ 13,557.59	\$ 938.13
952014	1	\$ 13,557.59	\$ 938.13
952015	1	\$ 13,557.59	\$ 938.13
952016	1	\$ 13,557.59	\$ 938.13
952017	1	\$ 13,557.59	\$ 938.13
952018	1	\$ 13,557.59	\$ 938.13
952019	1	\$ 13,557.59	\$ 938.13
952020	1	\$ 13,557.59	\$ 938.13
952021	1	\$ 13,557.59	\$ 938.13
952022	1	\$ 13,557.59	\$ 938.13
952023	1	\$ 13,557.59	\$ 938.13
952024	1	\$ 13,557.59	\$ 938.13
952025	1	\$ 13,557.59	\$ 938.13
952026	1	\$ 13,557.59	\$ 938.13
952027	1	\$ 13,557.59	\$ 938.13
952028	1	\$ 13,557.59	\$ 938.13
952029	1	\$ 13,557.59	\$ 938.13
952030	1	\$ 13,557.59	\$ 938.13
952031	1	\$ 13,557.59	\$ 938.13
952032	1	\$ 13,557.59	\$ 938.13
952033	1	\$ 13,557.59	\$ 938.13
952034	1	\$ 13,557.59	\$ 938.13
952035	1	\$ 13,557.59	\$ 938.13
952036	1	\$ 13,557.59	\$ 938.13
952037	1	\$ 13,557.59	\$ 938.13
952038	1	\$ 13,557.59	\$ 938.13
952039	1	\$ 13,557.59	\$ 938.13
952040	1	\$ 13,557.59	\$ 938.13
952041	1	\$ 13,557.59	\$ 938.13
952042	1	\$ 13,557.59	\$ 938.13
952043	1	\$ 13,557.59	\$ 938.13
952044	1	\$ 13,557.59	\$ 938.13
952045	1	\$ 13,557.59	\$ 938.13
952046	1	\$ 13,557.59	\$ 938.13
952047	1	\$ 13,557.59	\$ 938.13

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
952048	1	\$ 13,557.59	\$ 938.13
952051	1	\$ 13,557.59	\$ 938.13
952052	1	\$ 13,557.59	\$ 938.13
952053	1	\$ 13,557.59	\$ 938.13
952054	1	\$ 13,557.59	\$ 938.13
952055	1	\$ 13,557.59	\$ 938.13
952056	1	\$ 13,557.59	\$ 938.13
952057	1	\$ 13,557.59	\$ 938.13
952058	1	\$ 13,557.59	\$ 938.13
952059	1	\$ 13,557.59	\$ 938.13
952060	1	\$ 13,557.59	\$ 938.13
952061	1	\$ 13,557.59	\$ 938.13
952062	1	\$ 13,557.59	\$ 938.13
952063	1	\$ 13,557.59	\$ 938.13
952064	1	\$ 13,557.59	\$ 938.13
952065	1	\$ 13,557.59	\$ 938.13
952066	1	\$ 13,557.59	\$ 938.13
952067	1	\$ 13,557.59	\$ 938.13
952068	1	\$ 13,557.59	\$ 938.13
952069	1	\$ 13,557.59	\$ 938.13
952070	1	\$ 13,557.59	\$ 938.13
952071	1	\$ 13,557.59	\$ 938.13
952072	1	\$ 13,557.59	\$ 938.13
952073	1	\$ 13,557.59	\$ 938.13
952074	1	\$ 13,557.59	\$ 938.13
952075	1	\$ 13,557.59	\$ 938.13
952076	1	\$ 13,557.59	\$ 938.13
952077	1	\$ 13,557.59	\$ 938.13
952078	1	\$ 13,557.59	\$ 938.13
952079	1	\$ 13,557.59	\$ 938.13
952080	Open Space	\$ -	\$ -
953579	1	\$ 13,557.59	\$ 938.13
953580	1	\$ 13,557.59	\$ 938.13
953583	1	\$ 13,557.59	\$ 938.13
953584	1	\$ 13,557.59	\$ 938.13
953585	1	\$ 13,557.59	\$ 938.13
953586	1	\$ 13,557.59	\$ 938.13
953587	1	\$ 13,557.59	\$ 938.13
953588	1	\$ 13,557.59	\$ 938.13
953589	1	\$ 13,557.59	\$ 938.13

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
953590	1	\$ 13,557.59	\$ 938.13
953591	1	\$ 13,557.59	\$ 938.13
953592	1	\$ 13,557.59	\$ 938.13
953593	1	\$ 13,557.59	\$ 938.13
953594	1	\$ 13,557.59	\$ 938.13
953595	1	\$ 13,557.59	\$ 938.13
953596	1	\$ 13,557.59	\$ 938.13
953597	Open Space	\$ -	\$ -
953598	1	\$ 13,557.59	\$ 938.13
953599	1	\$ 13,557.59	\$ 938.13
953600	1	\$ 13,557.59	\$ 938.13
953601	1	\$ 13,557.59	\$ 938.13
953602	1	\$ 13,557.59	\$ 938.13
953603	1	\$ 13,557.59	\$ 938.13
953604	1	\$ 13,557.59	\$ 938.13
953605	1	\$ 13,557.59	\$ 938.13
953606	1	\$ 13,557.59	\$ 938.13
953607	1	\$ 13,557.59	\$ 938.13
953608	1	\$ 13,557.59	\$ 938.13
953611	1	\$ 13,557.59	\$ 938.13
953612	1	\$ 13,557.59	\$ 938.13
953613	Open Space	\$ -	\$ -
953614	1	\$ 13,557.59	\$ 938.13
953615	1	\$ 13,557.59	\$ 938.13
953616	1	\$ 13,557.59	\$ 938.13
953617	1	\$ 13,557.59	\$ 938.13
953618	1	\$ 13,557.59	\$ 938.13
953619	1	\$ 13,557.59	\$ 938.13
953620	1	\$ 13,557.59	\$ 938.13
953621	1	\$ 13,557.59	\$ 938.13
953622	1	\$ 13,557.59	\$ 938.13
953623	1	\$ 13,557.59	\$ 938.13
953624	1	\$ 13,557.59	\$ 938.13
953626	1	\$ 13,557.59	\$ 938.13
953627	1	\$ 13,557.59	\$ 938.13
953628	1	\$ 13,557.59	\$ 938.13
953629	1	\$ 13,557.59	\$ 938.13
953630	1	\$ 13,557.59	\$ 938.13
953631	1	\$ 13,557.59	\$ 938.13
953632	1	\$ 13,557.59	\$ 938.13

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
953633	1	\$ 13,557.59	\$ 938.13
953634	1	\$ 13,557.59	\$ 938.13
953635	1	\$ 13,557.59	\$ 938.13
953636	1	\$ 13,557.59	\$ 938.13
953637	1	\$ 13,557.59	\$ 938.13
953638	1	\$ 13,557.59	\$ 938.13
953639	1	\$ 13,557.59	\$ 938.13
953640	1	\$ 13,557.59	\$ 938.13
953641	1	\$ 13,557.59	\$ 938.13
953642	1	\$ 13,557.59	\$ 938.13
953643	1	\$ 13,557.59	\$ 938.13
953644	1	\$ 13,557.59	\$ 938.13
953645	1	\$ 13,557.59	\$ 938.13
953648	1	\$ 13,557.59	\$ 938.13
953649	1	\$ 13,557.59	\$ 938.13
953650	1	\$ 13,557.59	\$ 938.13
953651	1	\$ 13,557.59	\$ 938.13
953653	1	\$ 13,557.59	\$ 938.13
953654	1	\$ 13,557.59	\$ 938.13
953655	1	\$ 13,557.59	\$ 938.13
953656	1	\$ 13,557.59	\$ 938.13
953657	1	\$ 13,557.59	\$ 938.13
953658	1	\$ 13,557.59	\$ 938.13
953659	1	\$ 13,557.59	\$ 938.13
953660	1	\$ 13,557.59	\$ 938.13
953661	1	\$ 13,557.59	\$ 938.13
953662	1	\$ 13,557.59	\$ 938.13
953663	Prepaid	\$ -	\$ -
964373	Open Space	\$ -	\$ -
964374	1	\$ 13,557.59	\$ 938.13
964375	Open Space	\$ -	\$ -
964376	1	\$ 13,557.59	\$ 938.13
964377	1	\$ 13,557.59	\$ 938.13
964378	Open Space	\$ -	\$ -
Total		\$ 3,565,647.30	\$ 246,727.03

Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #1.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2025	\$ 81,810	\$ 130,667	\$ 17,227	\$ 17,896	\$ -	\$ 247,600
2026	84,367	128,621	17,571	17,487	-	248,046
2027	86,924	126,512	17,923	17,065	-	248,423
2028	89,480	123,796	18,281	16,631	-	248,187
2029	92,037	120,999	18,647	16,183	-	247,866
2030	94,593	118,123	19,020	15,723	-	247,459
2031	97,150	115,167	19,400	15,250	-	246,967
2032	102,263	112,131	19,788	14,764	-	248,947
2033	104,820	108,552	20,184	14,253	-	247,808
2034	107,376	104,883	20,587	13,729	-	246,576
2035	112,489	101,125	20,999	13,192	-	247,806
2036	117,602	97,188	21,419	12,629	-	248,839
2037	120,159	93,072	21,848	12,041	-	247,120
2038	125,272	88,867	22,285	11,441	-	247,864
2039	130,385	84,482	22,730	10,814	-	248,412
2040	135,498	79,919	23,185	10,162	-	248,764
2041	140,612	75,176	23,649	9,485	-	248,921
2042	145,725	70,255	24,122	8,782	-	248,883
2043	150,838	64,426	24,604	8,053	-	247,921
2044	155,951	58,392	25,096	7,299	-	246,738
2045	163,621	52,154	25,598	6,519	-	247,892
2046	171,291	45,609	26,110	5,701	-	248,711
2047	178,960	38,758	26,632	4,845	-	249,195
2048	184,073	31,599	27,165	3,950	-	246,787
2049	194,300	24,236	27,708	3,030	-	249,274
2050	201,969	16,464	28,262	2,058	-	248,754
2051	209,639	8,386	28,827	1,048	-	247,900
Total	\$ 3,579,205	\$ 2,219,561	\$ 608,866	\$ 290,031	\$ -	\$ 6,697,662

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958244	2	\$ 13,557.59	\$ 938.66
958246	2	\$ 13,557.59	\$ 938.66
958247	2	\$ 13,557.59	\$ 938.66
958248	2	\$ 13,557.59	\$ 938.66
958249	2	\$ 13,557.59	\$ 938.66
958250	2	\$ 13,557.59	\$ 938.66
958251	2	\$ 13,557.59	\$ 938.66
958252	2	\$ 13,557.59	\$ 938.66
958254	2	\$ 13,557.59	\$ 938.66
958255	2	\$ 13,557.59	\$ 938.66
958256	2	\$ 13,557.59	\$ 938.66
958257	2	\$ 13,557.59	\$ 938.66
958258	Open Space	\$ -	\$ -
958259	2	\$ 13,557.59	\$ 938.66
958260	2	\$ 13,557.59	\$ 938.66
958262	2	\$ 13,557.59	\$ 938.66
958263	2	\$ 13,557.59	\$ 938.66
958264	2	\$ 13,557.59	\$ 938.66
958265	2	\$ 13,557.59	\$ 938.66
958266	2	\$ 13,557.59	\$ 938.66
958267	2	\$ 13,557.59	\$ 938.66
958268	2	\$ 13,557.59	\$ 938.66
958269	2	\$ 13,557.59	\$ 938.66
958270	2	\$ 13,557.59	\$ 938.66
958271	2	\$ 13,557.59	\$ 938.66
958272	2	\$ 13,557.59	\$ 938.66
958273	2	\$ 13,557.59	\$ 938.66
958274	2	\$ 13,557.59	\$ 938.66
958275	2	\$ 13,557.59	\$ 938.66
958276	2	\$ 13,557.59	\$ 938.66
958277	2	\$ 13,557.59	\$ 938.66
958278	2	\$ 13,557.59	\$ 938.66
958279	2	\$ 13,557.59	\$ 938.66
958280	2	\$ 13,557.59	\$ 938.66
958282	2	\$ 13,557.59	\$ 938.66
958283	2 - Prepaid	\$ -	\$ -
958284	2	\$ 13,557.59	\$ 938.66
958285	2	\$ 13,557.59	\$ 938.66
958286	2	\$ 13,557.59	\$ 938.66
958287	2	\$ 13,557.59	\$ 938.66

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958288	2	\$ 13,557.59	\$ 938.66
958289	2	\$ 13,557.59	\$ 938.66
958290	2	\$ 13,557.59	\$ 938.66
958291	2	\$ 13,557.59	\$ 938.66
958292	2	\$ 13,557.59	\$ 938.66
958293	2	\$ 13,557.59	\$ 938.66
958294	2	\$ 13,557.59	\$ 938.66
958295	2	\$ 13,557.59	\$ 938.66
958296	2	\$ 13,557.59	\$ 938.66
958297	2	\$ 13,557.59	\$ 938.66
958298	2	\$ 13,557.59	\$ 938.66
958299	2	\$ 13,557.59	\$ 938.66
958300	2	\$ 13,557.59	\$ 938.66
958301	2	\$ 13,557.59	\$ 938.66
958302	2	\$ 13,557.59	\$ 938.66
958303	2	\$ 13,557.59	\$ 938.66
958304	2	\$ 13,557.59	\$ 938.66
958305	2	\$ 13,557.59	\$ 938.66
958306	2	\$ 13,557.59	\$ 938.66
958307	2	\$ 13,557.59	\$ 938.66
958309	2	\$ 13,557.59	\$ 938.66
958310	2	\$ 13,557.59	\$ 938.66
958311	2	\$ 13,557.59	\$ 938.66
958312	2	\$ 13,557.59	\$ 938.66
958313	2	\$ 13,557.59	\$ 938.66
958314	2	\$ 13,557.59	\$ 938.66
958315	2	\$ 13,557.59	\$ 938.66
958316	2	\$ 13,557.59	\$ 938.66
958317	2	\$ 13,557.59	\$ 938.66
958319	2	\$ 13,557.59	\$ 938.66
958320	2	\$ 13,557.59	\$ 938.66
958321	2	\$ 13,557.59	\$ 938.66
958323	Open Space	\$ -	\$ -
958324	2	\$ 13,557.59	\$ 938.66
958334	2	\$ 13,557.59	\$ 938.66
958335	2	\$ 13,557.59	\$ 938.66
958336	2	\$ 13,557.59	\$ 938.66
958337	2	\$ 13,557.59	\$ 938.66
958338	2	\$ 13,557.59	\$ 938.66
958339	2	\$ 13,557.59	\$ 938.66

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958340	2	\$ 13,557.59	\$ 938.66
958341	2	\$ 13,557.59	\$ 938.66
958343	Open Space	\$ -	\$ -
958344	2	\$ 13,557.59	\$ 938.66
958345	2	\$ 13,557.59	\$ 938.66
958357	Open Space	\$ -	\$ -
958358	2	\$ 13,557.59	\$ 938.66
958359	2	\$ 13,557.59	\$ 938.66
958360	2	\$ 13,557.59	\$ 938.66
958361	2 - Prepaid	\$ -	\$ -
958363	2	\$ 13,557.59	\$ 938.66
958364	2	\$ 13,557.59	\$ 938.66
958365	2	\$ 13,557.59	\$ 938.66
958366	2	\$ 13,557.59	\$ 938.66
958367	2	\$ 13,557.59	\$ 938.66
958368	2	\$ 13,557.59	\$ 938.66
958369	2	\$ 13,557.59	\$ 938.66
958370	Open Space	\$ -	\$ -
958375	2	\$ 13,557.59	\$ 938.66
958376	2	\$ 13,557.59	\$ 938.66
958377	2	\$ 13,557.59	\$ 938.66
958378	2	\$ 13,557.59	\$ 938.66
958379	2	\$ 13,557.59	\$ 938.66
958380	2	\$ 13,557.59	\$ 938.66
958381	2	\$ 13,557.59	\$ 938.66
958382	2	\$ 13,557.59	\$ 938.66
958383	2	\$ 13,557.59	\$ 938.66
958384	2	\$ 13,557.59	\$ 938.66
958385	2	\$ 13,557.59	\$ 938.66
958386	2	\$ 13,557.59	\$ 938.66
958387	2	\$ 13,557.59	\$ 938.66
958388	2	\$ 13,557.59	\$ 938.66
958389	2	\$ 13,557.59	\$ 938.66
958390	2	\$ 13,557.59	\$ 938.66
958391	2 - Prepaid	\$ -	\$ -
958392	2	\$ 13,557.59	\$ 938.66
958393	2	\$ 13,557.59	\$ 938.66
958394	2	\$ 13,557.59	\$ 938.66
958395	2	\$ 13,557.59	\$ 938.66
958396	2	\$ 13,557.59	\$ 938.66

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958397	2	\$ 13,557.59	\$ 938.66
958398	Open Space	\$ -	\$ -
958402	3	\$ 13,795.45	\$ 955.13
958403	3	\$ 13,795.45	\$ 955.13
958404	3	\$ 13,795.45	\$ 955.13
958405	3	\$ 13,795.45	\$ 955.13
958407	2	\$ 13,557.59	\$ 938.66
958408	2	\$ 13,557.59	\$ 938.66
958409	2	\$ 13,557.59	\$ 938.66
958410	2	\$ 13,557.59	\$ 938.66
958411	2	\$ 13,557.59	\$ 938.66
958412	Open Space	\$ -	\$ -
958413	3	\$ 13,795.45	\$ 955.13
958414	3	\$ 13,795.45	\$ 955.13
958415	3	\$ 13,795.45	\$ 955.13
958416	3	\$ 13,795.45	\$ 955.13
958463	2	\$ 13,557.59	\$ 938.66
958464	2	\$ 13,557.59	\$ 938.66
958465	2	\$ 13,557.59	\$ 938.66
958466	2	\$ 13,557.59	\$ 938.66
958467	2	\$ 13,557.59	\$ 938.66
958468	2	\$ 13,557.59	\$ 938.66
958469	2	\$ 13,557.59	\$ 938.66
958470	2	\$ 13,557.59	\$ 938.66
958471	2	\$ 13,557.59	\$ 938.66
958472	2	\$ 13,557.59	\$ 938.66
958475	3	\$ 13,795.45	\$ 955.13
958476	3	\$ 13,795.45	\$ 955.13
958477	3	\$ 13,795.45	\$ 955.13
958478	3	\$ 13,795.45	\$ 955.13
958479	3	\$ 13,795.45	\$ 955.13
958480	3	\$ 13,795.45	\$ 955.13
958481	3	\$ 13,795.45	\$ 955.13
958482	3	\$ 13,795.45	\$ 955.13
958483	3	\$ 13,795.45	\$ 955.13
958484	2	\$ 13,557.59	\$ 938.66
958485	2	\$ 13,557.59	\$ 938.66
958486	2	\$ 13,557.59	\$ 938.66

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958487	2	\$ 13,557.59	\$ 938.66
958488	2	\$ 13,557.59	\$ 938.66
958489	2	\$ 13,557.59	\$ 938.66
958490	2	\$ 13,557.59	\$ 938.66
958491	2	\$ 13,557.59	\$ 938.66
958492	3	\$ 13,795.45	\$ 955.13
958493	3	\$ 13,795.45	\$ 955.13
958494	3	\$ 13,795.45	\$ 955.13
958495	3	\$ 13,795.45	\$ 955.13
958496	3	\$ 13,795.45	\$ 955.13
958497	2	\$ 13,557.59	\$ 938.66
958498	2	\$ 13,557.59	\$ 938.66
958499	2	\$ 13,557.59	\$ 938.66
958500	2	\$ 13,557.59	\$ 938.66
958501	2	\$ 13,557.59	\$ 938.66
958761	2	\$ 13,557.59	\$ 938.66
958762	2	\$ 13,557.59	\$ 938.66
958763	2	\$ 13,557.59	\$ 938.66
958764	2	\$ 13,557.59	\$ 938.66
958765	2	\$ 13,557.59	\$ 938.66
958766	2	\$ 13,557.59	\$ 938.66
958767	2	\$ 13,557.59	\$ 938.66
958768	2	\$ 13,557.59	\$ 938.66
958769	Open Space	\$ -	\$ -
958770	2	\$ 13,557.59	\$ 938.66
958771	2	\$ 13,557.59	\$ 938.66
958772	3	\$ 13,795.45	\$ 955.13
958773	3	\$ 13,795.45	\$ 955.13
958774	Open Space	\$ -	\$ -
958775	3	\$ 13,795.45	\$ 955.13
958776	3	\$ 13,795.45	\$ 955.13
958777	3	\$ 13,795.45	\$ 955.13
958778	3	\$ 13,795.45	\$ 955.13
958779	3	\$ 13,795.45	\$ 955.13
958780	3	\$ 13,795.45	\$ 955.13
958781	Open Space	\$ -	\$ -
958782	3	\$ 13,795.45	\$ 955.13
958783	3	\$ 13,795.45	\$ 955.13
958784	3	\$ 13,795.45	\$ 955.13
958785	3	\$ 13,795.45	\$ 955.13

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958786	3	\$ 13,795.45	\$ 955.13
958787	3	\$ 13,795.45	\$ 955.13
958788	3	\$ 13,795.45	\$ 955.13
958789	3	\$ 13,795.45	\$ 955.13
958790	3	\$ 13,795.45	\$ 955.13
958791	3	\$ 13,795.45	\$ 955.13
958792	3	\$ 13,795.45	\$ 955.13
958793	3	\$ 13,795.45	\$ 955.13
958794	2	\$ 13,557.59	\$ 938.66
958795	2	\$ 13,557.59	\$ 938.66
958796	2	\$ 13,557.59	\$ 938.66
958797	2	\$ 13,557.59	\$ 938.66
958798	2	\$ 13,557.59	\$ 938.66
958799	3	\$ 13,795.45	\$ 955.13
958800	3	\$ 13,795.45	\$ 955.13
958801	3	\$ 13,795.45	\$ 955.13
958802	2	\$ 13,557.59	\$ 938.66
958803	2	\$ 13,557.59	\$ 938.66
958804	2	\$ 13,557.59	\$ 938.66
958805	3	\$ 13,795.45	\$ 955.13
958806	3	\$ 13,795.45	\$ 955.13
958807	3	\$ 13,795.45	\$ 955.13
958808	3	\$ 13,795.45	\$ 955.13
958809	3	\$ 13,795.45	\$ 955.13
958810	3	\$ 13,795.45	\$ 955.13
958811	3	\$ 13,795.45	\$ 955.13
958812	3	\$ 13,795.45	\$ 955.13
958813	3	\$ 13,795.45	\$ 955.13
958814	3	\$ 13,795.45	\$ 955.13
958815	3	\$ 13,795.45	\$ 955.13
958816	3	\$ 13,795.45	\$ 955.13
958817	3	\$ 13,795.45	\$ 955.13
958818	3	\$ 13,795.45	\$ 955.13
958819	3	\$ 13,795.45	\$ 955.13
958820	3	\$ 13,795.45	\$ 955.13
958821	3	\$ 13,795.45	\$ 955.13
958822	3	\$ 13,795.45	\$ 955.13
958823	3	\$ 13,795.45	\$ 955.13
958824	3	\$ 13,795.45	\$ 955.13
958825	2	\$ 13,557.59	\$ 938.66

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958826	2	\$ 13,557.59	\$ 938.66
958827	2	\$ 13,557.59	\$ 938.66
958828	2	\$ 13,557.59	\$ 938.66
958829	2	\$ 13,557.59	\$ 938.66
958830	3	\$ 13,795.45	\$ 955.13
958831	3	\$ 13,795.45	\$ 955.13
958832	3	\$ 13,795.45	\$ 955.13
958833	3	\$ 13,795.45	\$ 955.13
958834	3	\$ 13,795.45	\$ 955.13
958835	3	\$ 13,795.45	\$ 955.13
958836	3	\$ 13,795.45	\$ 955.13
958837	3	\$ 13,795.45	\$ 955.13
958838	3	\$ 13,795.45	\$ 955.13
958839	Open Space	\$ -	\$ -
958840	3	\$ 13,795.45	\$ 955.13
964363	2	\$ 13,557.59	\$ 938.66
964364	2	\$ 13,557.59	\$ 938.66
964365	2	\$ 13,557.59	\$ 938.66
964366	2	\$ 13,557.59	\$ 938.66
964367	2	\$ 13,557.59	\$ 938.66
964368	2	\$ 13,557.59	\$ 938.66
964369	2	\$ 13,557.59	\$ 938.66
964370	2	\$ 13,557.59	\$ 938.66
964371	2	\$ 13,557.59	\$ 938.66
Total		\$ 3,380,122.32	\$ 234,023.43

Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #2.

EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2025	\$ 78,190	\$ 124,883	\$ 16,464	\$ 17,104	-	\$ 236,641
2026	80,633	122,929	16,794	16,713	-	237,068
2027	83,076	120,913	17,129	16,310	-	237,429
2028	85,520	118,317	17,472	15,894	-	237,203
2029	87,963	115,644	17,821	15,467	-	236,896
2030	90,407	112,895	18,178	15,027	-	236,507
2031	92,850	110,070	18,541	14,575	-	236,037
2032	97,737	107,169	18,912	14,111	-	237,929
2033	100,180	103,748	19,291	13,622	-	236,841
2034	102,624	100,242	19,676	13,121	-	235,663
2035	107,511	96,650	20,070	12,608	-	236,838
2036	112,398	92,887	20,471	12,071	-	237,826
2037	114,841	88,953	20,881	11,509	-	236,183
2038	119,728	84,933	21,298	10,934	-	236,894
2039	124,615	80,743	21,724	10,336	-	237,418
2040	129,502	76,381	22,159	9,713	-	237,754
2041	134,388	71,849	22,602	9,065	-	237,904
2042	139,275	67,145	23,054	8,393	-	237,868
2043	144,162	61,574	23,515	7,697	-	236,948
2044	149,049	55,808	23,985	6,976	-	235,818
2045	156,379	49,846	24,465	6,231	-	236,921
2046	163,709	43,591	24,954	5,449	-	237,703
2047	171,040	37,042	25,453	4,630	-	238,166
2048	175,927	30,201	25,962	3,775	-	235,865
2049	185,700	23,164	26,482	2,895	-	238,241
2050	193,031	15,736	27,011	1,967	-	237,745
2051	200,361	8,014	27,552	1,002	-	236,929
Total	\$ 3,420,795	\$ 2,121,327	\$ 581,918	\$ 277,194	\$ -	\$ 6,401,234

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
958418	Condo Parcel	\$ 861,981.44	\$ 68,351.86
958419	Non-Benefited	\$ -	\$ -
966229	Non-Benefited	\$ -	\$ -
965955	Non-Benefited	\$ -	\$ -
966065	Lot Type 5	\$ 12,326.33	\$ 977.43
965943	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965944	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965945	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965946	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965947	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965948	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965949	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965950	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965951	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965952	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965953	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965954	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965956	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965957	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965958	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965959	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965960	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965961	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965962	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965963	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965964	Lot Type 5	\$ 12,326.33	\$ 977.43
965965	Non-Benefited	\$ -	\$ -
965966	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965967	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965968	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965969	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965970	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965971	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965972	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965973	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965974	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965975	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965976	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965977	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965978	Lot Type 6	\$ 13,446.91	\$ 1,066.29

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
965979	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965980	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965981	Lot Type 6	\$ 13,446.91	\$ 1,066.29
965983	Non-Benefited	\$ -	\$ -
965984	Lot Type 4	\$ 11,205.76	\$ 888.57
965985	Lot Type 4	\$ 11,205.76	\$ 888.57
965986	Lot Type 4	\$ 11,205.76	\$ 888.57
965987	Lot Type 4	\$ 11,205.76	\$ 888.57
965988	Lot Type 4	\$ 11,205.76	\$ 888.57
965989	Lot Type 4	\$ 11,205.76	\$ 888.57
965990	Lot Type 4	\$ 11,205.76	\$ 888.57
965991	Lot Type 4	\$ 11,205.76	\$ 888.57
965992	Lot Type 4	\$ 11,205.76	\$ 888.57
965993	Lot Type 4	\$ 11,205.76	\$ 888.57
965994	Lot Type 4	\$ 11,205.76	\$ 888.57
965995	Lot Type 4	\$ 11,205.76	\$ 888.57
965996	Lot Type 4	\$ 11,205.76	\$ 888.57
965997	Lot Type 4	\$ 11,205.76	\$ 888.57
965998	Lot Type 4	\$ 11,205.76	\$ 888.57
965999	Lot Type 4	\$ 11,205.76	\$ 888.57
966000	Lot Type 4	\$ 11,205.76	\$ 888.57
966001	Lot Type 4	\$ 11,205.76	\$ 888.57
966002	Lot Type 4	\$ 11,205.76	\$ 888.57
966003	Lot Type 4	\$ 11,205.76	\$ 888.57
966004	Lot Type 4	\$ 11,205.76	\$ 888.57
966005	Lot Type 4	\$ 11,205.76	\$ 888.57
966006	Lot Type 4	\$ 11,205.76	\$ 888.57
966007	Lot Type 4	\$ 11,205.76	\$ 888.57
966008	Lot Type 4	\$ 11,205.76	\$ 888.57
966009	Lot Type 4	\$ 11,205.76	\$ 888.57
966010	Lot Type 4	\$ 11,205.76	\$ 888.57
966011	Lot Type 4	\$ 11,205.76	\$ 888.57
966012	Lot Type 4	\$ 11,205.76	\$ 888.57
966013	Lot Type 4	\$ 11,205.76	\$ 888.57
966014	Lot Type 4	\$ 11,205.76	\$ 888.57
966015	Lot Type 4	\$ 11,205.76	\$ 888.57
966016	Lot Type 4	\$ 11,205.76	\$ 888.57
966017	Lot Type 4	\$ 11,205.76	\$ 888.57
966018	Lot Type 4	\$ 11,205.76	\$ 888.57
966019	Lot Type 4	\$ 11,205.76	\$ 888.57

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
966020	Lot Type 4	\$ 11,205.76	\$ 888.57
966021	Lot Type 4	\$ 11,205.76	\$ 888.57
966022	Lot Type 4	\$ 11,205.76	\$ 888.57
966023	Lot Type 4	\$ 11,205.76	\$ 888.57
966024	Lot Type 4	\$ 11,205.76	\$ 888.57
966025	Lot Type 4	\$ 11,205.76	\$ 888.57
966026	Lot Type 4	\$ 11,205.76	\$ 888.57
966027	Lot Type 4	\$ 11,205.76	\$ 888.57
966028	Lot Type 4	\$ 11,205.76	\$ 888.57
966029	Lot Type 4	\$ 11,205.76	\$ 888.57
966030	Non-Benefited	\$ -	\$ -
966031	Lot Type 4	\$ 11,205.76	\$ 888.57
966032	Lot Type 4	\$ 11,205.76	\$ 888.57
966033	Lot Type 4	\$ 11,205.76	\$ 888.57
966034	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966035	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966036	Lot Type 4	\$ 11,205.76	\$ 888.57
966037	Lot Type 4	\$ 11,205.76	\$ 888.57
966038	Lot Type 4	\$ 11,205.76	\$ 888.57
966039	Lot Type 4	\$ 11,205.76	\$ 888.57
966040	Lot Type 4	\$ 11,205.76	\$ 888.57
966041	Lot Type 4	\$ 11,205.76	\$ 888.57
966042	Lot Type 4	\$ 11,205.76	\$ 888.57
966043	Lot Type 4	\$ 11,205.76	\$ 888.57
966044	Lot Type 4	\$ 11,205.76	\$ 888.57
966045	Lot Type 4	\$ 11,205.76	\$ 888.57
966046	Lot Type 4	\$ 11,205.76	\$ 888.57
966047	Lot Type 4	\$ 11,205.76	\$ 888.57
966048	Lot Type 4	\$ 11,205.76	\$ 888.57
966049	Lot Type 4	\$ 11,205.76	\$ 888.57
966050	Lot Type 4	\$ 11,205.76	\$ 888.57
966051	Lot Type 4	\$ 11,205.76	\$ 888.57
966052	Lot Type 4	\$ 11,205.76	\$ 888.57
966053	Lot Type 4	\$ 11,205.76	\$ 888.57
966054	Non-Benefited	\$ -	\$ -
966055	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966056	Lot Type 4	\$ 11,205.76	\$ 888.57
966057	Lot Type 4	\$ 11,205.76	\$ 888.57
966058	Lot Type 4	\$ 11,205.76	\$ 888.57
966059	Lot Type 4	\$ 11,205.76	\$ 888.57

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
966060	Lot Type 4	\$ 11,205.76	\$ 888.57
966061	Lot Type 4	\$ 11,205.76	\$ 888.57
966062	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966063	Lot Type 5	\$ 12,326.33	\$ 977.43
966064	Lot Type 5	\$ 12,326.33	\$ 977.43
966066	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966067	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966069	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966070	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966071	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966072	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966073	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966074	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966075	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966076	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966077	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966078	Lot Type 4	\$ 11,205.76	\$ 888.57
966079	Lot Type 4	\$ 11,205.76	\$ 888.57
966080	Lot Type 4	\$ 11,205.76	\$ 888.57
966081	Lot Type 4	\$ 11,205.76	\$ 888.57
966082	Non-Benefited	\$ -	\$ -
966083	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966084	Lot Type 5	\$ 12,326.33	\$ 977.43
966085	Lot Type 5	\$ 12,326.33	\$ 977.43
966086	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966087	Lot Type 5	\$ 12,326.33	\$ 977.43
966088	Lot Type 5	\$ 12,326.33	\$ 977.43
966089	Lot Type 5	\$ 12,326.33	\$ 977.43
966090	Lot Type 5	\$ 12,326.33	\$ 977.43
966091	Lot Type 5	\$ 12,326.33	\$ 977.43
966092	Lot Type 5	\$ 12,326.33	\$ 977.43
966093	Lot Type 5	\$ 12,326.33	\$ 977.43
966094	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966095	Lot Type 4	\$ 11,205.76	\$ 888.57
966124	Lot Type 4	\$ 11,205.76	\$ 888.57
966125	Lot Type 4	\$ 11,205.76	\$ 888.57
966126	Lot Type 4	\$ 11,205.76	\$ 888.57
966127	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966128	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966129	Lot Type 4	\$ 11,205.76	\$ 888.57

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
966130	Lot Type 4	\$ 11,205.76	\$ 888.57
966131	Lot Type 4	\$ 11,205.76	\$ 888.57
966132	Lot Type 4	\$ 11,205.76	\$ 888.57
966133	Lot Type 4	\$ 11,205.76	\$ 888.57
966134	Lot Type 4	\$ 11,205.76	\$ 888.57
966135	Lot Type 4	\$ 11,205.76	\$ 888.57
966136	Lot Type 4	\$ 11,205.76	\$ 888.57
966137	Lot Type 4	\$ 11,205.76	\$ 888.57
966138	Non-Benefited	\$ -	\$ -
966139	Lot Type 5	\$ 12,326.33	\$ 977.43
966140	Lot Type 4	\$ 11,205.76	\$ 888.57
966141	Lot Type 4	\$ 11,205.76	\$ 888.57
966142	Lot Type 4	\$ 11,205.76	\$ 888.57
966143	Lot Type 4	\$ 11,205.76	\$ 888.57
966144	Lot Type 4	\$ 11,205.76	\$ 888.57
966145	Lot Type 4	\$ 11,205.76	\$ 888.57
966146	Lot Type 4	\$ 11,205.76	\$ 888.57
966147	Lot Type 4	\$ 11,205.76	\$ 888.57
966148	Lot Type 4	\$ 11,205.76	\$ 888.57
966149	Lot Type 4	\$ 11,205.76	\$ 888.57
966150	Lot Type 4	\$ 11,205.76	\$ 888.57
966151	Lot Type 4	\$ 11,205.76	\$ 888.57
966152	Non-Benefited	\$ -	\$ -
966153	Lot Type 4	\$ 11,205.76	\$ 888.57
966154	Lot Type 4	\$ 11,205.76	\$ 888.57
966155	Lot Type 4	\$ 11,205.76	\$ 888.57
966156	Lot Type 4	\$ 11,205.76	\$ 888.57
966157	Non-Benefited	\$ -	\$ -
966158	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966159	Lot Type 4	\$ 11,205.76	\$ 888.57
966160	Lot Type 4	\$ 11,205.76	\$ 888.57
966161	Lot Type 4	\$ 11,205.76	\$ 888.57
966162	Lot Type 4	\$ 11,205.76	\$ 888.57
966163	Lot Type 4	\$ 11,205.76	\$ 888.57
966164	Lot Type 4	\$ 11,205.76	\$ 888.57
966165	Lot Type 4	\$ 11,205.76	\$ 888.57
966166	Lot Type 4	\$ 11,205.76	\$ 888.57
966167	Lot Type 4	\$ 11,205.76	\$ 888.57
966168	Lot Type 4	\$ 11,205.76	\$ 888.57
966169	Lot Type 4	\$ 11,205.76	\$ 888.57

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
966170	Lot Type 5	\$ 12,326.33	\$ 977.43
966171	Lot Type 4	\$ 11,205.76	\$ 888.57
966172	Lot Type 4	\$ 11,205.76	\$ 888.57
966173	Lot Type 4	\$ 11,205.76	\$ 888.57
966174	Lot Type 4	\$ 11,205.76	\$ 888.57
966175	Non-Benefited	\$ -	\$ -
966176	Lot Type 4	\$ 11,205.76	\$ 888.57
966177	Lot Type 4	\$ 11,205.76	\$ 888.57
966178	Lot Type 4	\$ 11,205.76	\$ 888.57
966179	Lot Type 4	\$ 11,205.76	\$ 888.57
966180	Non-Benefited	\$ -	\$ -
966181	Lot Type 4	\$ 11,205.76	\$ 888.57
966182	Lot Type 4	\$ 11,205.76	\$ 888.57
966183	Lot Type 4	\$ 11,205.76	\$ 888.57
966184	Lot Type 4	\$ 11,205.76	\$ 888.57
966185	Lot Type 4	\$ 11,205.76	\$ 888.57
966186	Lot Type 4	\$ 11,205.76	\$ 888.57
966187	Lot Type 4	\$ 11,205.76	\$ 888.57
966188	Lot Type 4	\$ 11,205.76	\$ 888.57
966189	Lot Type 4	\$ 11,205.76	\$ 888.57
966190	Lot Type 4	\$ 11,205.76	\$ 888.57
966191	Lot Type 4	\$ 11,205.76	\$ 888.57
966192	Lot Type 4	\$ 11,205.76	\$ 888.57
966193	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966194	Non-Benefited	\$ -	\$ -
966196	Lot Type 5	\$ 12,326.33	\$ 977.43
966197	Lot Type 5	\$ 12,326.33	\$ 977.43
966198	Lot Type 5	\$ 12,326.33	\$ 977.43
966199	Lot Type 5	\$ 12,326.33	\$ 977.43
966200	Lot Type 5	\$ 12,326.33	\$ 977.43
966201	Lot Type 5	\$ 12,326.33	\$ 977.43
966202	Lot Type 5	\$ 12,326.33	\$ 977.43
966203	Lot Type 5	\$ 12,326.33	\$ 977.43
966204	Lot Type 5	\$ 12,326.33	\$ 977.43
966205	Lot Type 5	\$ 12,326.33	\$ 977.43
966206	Lot Type 5	\$ 12,326.33	\$ 977.43
966207	Lot Type 5	\$ 12,326.33	\$ 977.43
966208	Lot Type 5	\$ 12,326.33	\$ 977.43
966209	Lot Type 4	\$ 11,205.76	\$ 888.57
966210	Lot Type 4	\$ 11,205.76	\$ 888.57

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
966211	Lot Type 4	\$ 11,205.76	\$ 888.57
966212	Lot Type 4	\$ 11,205.76	\$ 888.57
966213	Lot Type 4	\$ 11,205.76	\$ 888.57
966214	Lot Type 4	\$ 11,205.76	\$ 888.57
966215	Lot Type 4	\$ 11,205.76	\$ 888.57
966216	Lot Type 4	\$ 11,205.76	\$ 888.57
966217	Lot Type 4	\$ 11,205.76	\$ 888.57
966218	Lot Type 4	\$ 11,205.76	\$ 888.57
966219	Lot Type 4	\$ 11,205.76	\$ 888.57
966220	Lot Type 5	\$ 12,326.33	\$ 977.43
966221	Non-Benefited	\$ -	\$ -
966222	Lot Type 4	\$ 11,205.76	\$ 888.57
966223	Lot Type 4	\$ 11,205.76	\$ 888.57
966224	Lot Type 4	\$ 11,205.76	\$ 888.57
966225	Lot Type 4	\$ 11,205.76	\$ 888.57
966226	Lot Type 4	\$ 11,205.76	\$ 888.57
966227	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966228	Lot Type 5	\$ 12,326.33	\$ 977.43
966230	Lot Type 4	\$ 11,205.76	\$ 888.57
966231	Lot Type 5	\$ 12,326.33	\$ 977.43
966232	Lot Type 5	\$ 12,326.33	\$ 977.43
966233	Lot Type 5	\$ 12,326.33	\$ 977.43
966234	Lot Type 5	\$ 12,326.33	\$ 977.43
966235	Lot Type 5	\$ 12,326.33	\$ 977.43
966236	Lot Type 5	\$ 12,326.33	\$ 977.43
966237	Lot Type 5	\$ 12,326.33	\$ 977.43
966238	Lot Type 5	\$ 12,326.33	\$ 977.43
966239	Lot Type 5	\$ 12,326.33	\$ 977.43
966240	Lot Type 5	\$ 12,326.33	\$ 977.43
966241	Lot Type 5	\$ 12,326.33	\$ 977.43
966242	Lot Type 5	\$ 12,326.33	\$ 977.43
966243	Lot Type 5	\$ 12,326.33	\$ 977.43
966244	Lot Type 5	\$ 12,326.33	\$ 977.43
966245	Lot Type 5	\$ 12,326.33	\$ 977.43
966246	Lot Type 6	\$ 13,446.91	\$ 1,066.29
966247	Lot Type 5	\$ 12,326.33	\$ 977.43
966098	Lot Type 4	\$ 11,205.76	\$ 888.57
966099	Lot Type 4	\$ 11,205.76	\$ 888.57
966100	Lot Type 4	\$ 11,205.76	\$ 888.57
966101	Lot Type 4	\$ 11,205.76	\$ 888.57

Parcel ID	Lot Type	Improvement Area #3	
		Outstanding Assessment	Annual Installment Due 1/31/2025
966102	Lot Type 4	\$ 11,205.76	\$ 888.57
966103	Lot Type 4	\$ 11,205.76	\$ 888.57
966104	Lot Type 4	\$ 11,205.76	\$ 888.57
966105	Lot Type 4	\$ 11,205.76	\$ 888.57
966106	Lot Type 4	\$ 11,205.76	\$ 888.57
966107	Lot Type 5	\$ 12,326.33	\$ 977.43
966108	Lot Type 5	\$ 12,326.33	\$ 977.43
966109	Lot Type 5	\$ 12,326.33	\$ 977.43
966110	Lot Type 4	\$ 11,205.76	\$ 888.57
966111	Lot Type 4	\$ 11,205.76	\$ 888.57
966112	Lot Type 4	\$ 11,205.76	\$ 888.57
966113	Lot Type 4	\$ 11,205.76	\$ 888.57
966114	Lot Type 4	\$ 11,205.76	\$ 888.57
966115	Non-Benefited	\$ -	\$ -
966116	Lot Type 4	\$ 11,205.76	\$ 888.57
966117	Lot Type 4	\$ 11,205.76	\$ 888.57
966118	Lot Type 4	\$ 11,205.76	\$ 888.57
966119	Lot Type 4	\$ 11,205.76	\$ 888.57
966120	Lot Type 4	\$ 11,205.76	\$ 888.57
966121	Lot Type 4	\$ 11,205.76	\$ 888.57
966122	Lot Type 4	\$ 11,205.76	\$ 888.57
966123	Lot Type 4	\$ 11,205.76	\$ 888.57
Total		\$ 4,245,000.00	\$ 336,612.42

Note: Totals may not sum due to rounding.

**EXHIBIT H-2 – IMPROVEMENT AREA #3 BONDS ANNUAL INSTALLMENT
SCHEDULE**

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Total Annual Installment
2025	\$ 71,000	\$ 224,860	\$ 19,527	\$ 21,225	\$ 336,612
2026	72,000	221,665	19,918	20,870	334,453
2027	75,000	218,425	20,316	20,510	334,251
2028	79,000	215,050	20,723	20,135	334,908
2029	83,000	211,495	21,137	19,740	335,372
2030	85,000	207,760	21,560	19,325	333,645
2031	90,000	203,935	21,991	18,900	334,826
2032	94,000	199,210	22,431	18,450	334,091
2033	98,000	194,275	22,879	17,980	333,134
2034	103,000	189,130	23,337	17,490	332,957
2035	108,000	183,723	23,804	16,975	332,501
2036	113,000	178,053	24,280	16,435	331,767
2037	119,000	172,120	24,765	15,870	331,755
2038	126,000	165,873	25,261	15,275	332,408
2039	133,000	159,258	25,766	14,645	332,669
2040	139,000	152,275	26,281	13,980	331,536
2041	147,000	144,978	26,807	13,285	332,069
2042	154,000	137,260	27,343	12,550	331,153
2043	162,000	129,175	27,890	11,780	330,845
2044	170,000	120,670	28,448	10,970	330,088
2045	180,000	111,320	29,017	10,120	330,457
2046	191,000	101,420	29,597	9,220	331,237
2047	200,000	90,915	30,189	8,265	329,369
2048	211,000	79,915	30,793	7,265	328,973
2049	222,000	68,310	31,409	6,210	327,929
2050	235,000	56,100	32,037	5,100	328,237
2051	248,000	43,175	32,678	3,925	327,778
2052	261,000	29,535	33,331	2,685	326,551
2053	276,000	15,180	33,998	1,380	326,558
Total	\$ 4,245,000	\$ 4,225,058	\$ 757,512	\$ 390,560	\$ 9,618,130

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-3 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Annual Collection Costs	Additional Interest [c]	Principal	Interest [b]	Annual Collection Costs	Additional Interest [c]	
2025	\$ 49,744	\$ 100,665	\$ 9,914	\$ 12,086	\$ 71,000	\$ 224,860	\$ 19,527	\$ 21,225	\$ 509,022
2026	52,853	99,111	10,112	11,837	72,000	221,665	19,918	20,870	508,366
2027	54,407	97,459	10,314	11,573	75,000	218,425	20,316	20,510	508,005
2028	55,962	95,419	10,521	11,301	79,000	215,050	20,723	20,135	508,110
2029	57,516	93,320	10,731	11,021	83,000	211,495	21,137	19,740	507,961
2030	60,625	91,163	10,946	10,734	85,000	207,760	21,560	19,325	507,113
2031	62,180	88,890	11,165	10,431	90,000	203,935	21,991	18,900	507,491
2032	65,289	86,558	11,388	10,120	94,000	199,210	22,431	18,450	507,446
2033	68,398	83,865	11,616	9,793	98,000	194,275	22,879	17,980	506,806
2034	71,507	81,044	11,848	9,451	103,000	189,130	23,337	17,490	506,807
2035	74,616	78,094	12,085	9,094	108,000	183,723	23,804	16,975	506,390
2036	77,725	75,016	12,327	8,721	113,000	178,053	24,280	16,435	505,556
2037	80,834	71,810	12,573	8,332	119,000	172,120	24,765	15,870	505,305
2038	83,943	68,476	12,825	7,928	126,000	165,873	25,261	15,275	505,579
2039	87,052	65,013	13,081	7,508	133,000	159,258	25,766	14,645	505,323
2040	91,715	61,422	13,343	7,073	139,000	152,275	26,281	13,980	505,089
2041	94,824	57,639	13,610	6,614	147,000	144,978	26,807	13,285	504,756
2042	99,488	53,727	13,882	6,140	154,000	137,260	27,343	12,550	504,390
2043	104,151	49,375	14,159	5,643	162,000	129,175	27,890	11,780	504,173
2044	108,815	44,818	14,443	5,122	170,000	120,670	28,448	10,970	503,285
2045	113,478	40,057	14,731	4,578	180,000	111,320	29,017	10,120	503,302
2046	118,142	35,093	15,026	4,011	191,000	101,420	29,597	9,220	503,508
2047	124,360	29,924	15,327	3,420	200,000	90,915	30,189	8,265	502,399
2048	130,578	24,483	15,633	2,798	211,000	79,915	30,793	7,265	502,465
2049	136,796	18,771	15,946	2,145	222,000	68,310	31,409	6,210	501,586
2050	143,014	12,786	16,265	1,461	235,000	56,100	32,037	5,100	501,762
2051	149,232	6,529	16,590	746	248,000	43,175	32,678	3,925	500,874
2052	-	-	-	-	261,000	29,535	33,331	2,685	326,551
2053	-	-	-	-	276,000	15,180	33,998	1,380	326,558
Total	\$ 2,417,242	\$ 1,710,527	\$ 350,398	\$ 199,683	\$ 4,245,000	\$ 4,225,058	\$ 757,512	\$ 390,560	\$ 14,295,979

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-1 - IMPROVEMENT AREA #4 ASSESSMENT ROLL

Parcel ID	Legal Description	Lot Type	Improvement Area #4	
			Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
248072	Abs. 154, Sur. 52, AC Caldwell	Initial Parcel	\$ 656,300.72	\$ -
248122 [a]	Abs. 456, Sur. 64, L Kimbro	Initial Parcel	\$ 686,398.75	\$ -
477399 [b]	Lot 2, J F Nagle Estates	Initial Parcel	\$ 304,590.13	\$ -
704716	Abs. 154, Sur. 52, AC Caldwell	Initial Parcel	\$ 630,781.17	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 1	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 18	Lot Type 7	\$ 10,551.51	\$ -
TBD	Manor Heights Phase 4 Section A Block E Lot 1	Non-Benefited	\$ -	\$ -
TBD	Manor Heights Phase 4 Section A Block E Lot 2	Non-Benefited	\$ -	\$ -
TBD	Manor Heights Phase 4 Section A Block F Lot 1	Non-Benefited	\$ -	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 2	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 3	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 4	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 5	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 6	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 7	Lot Type 8	\$ 11,606.66	\$ -
TBD	Manor Heights Phase 4 Section A Block F Lot 8	Non-Benefited	\$ -	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD	Manor Heights Phase 4 Section A Block G Lot 1	Non-Benefited	\$ -	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 4	Lot Type 7	\$ 10,551.51	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #4	
			Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 18	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 19	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 20	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 21	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 22	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 23	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 24	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 25	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 26	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 27	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 28	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 29	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 30	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 31	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 32	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 33	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 34	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 35	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 36	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 37	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 38	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 39	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 40	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 41	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 42	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 43	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 44	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 1	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 5	Lot Type 7	\$ 10,551.51	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #4	
			Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 18	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 19	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 20	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block H Lot 21	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 1	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 2	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 3	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 4	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 5	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 6	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 7	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 8	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 9	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 10	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 11	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 17	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 18	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 19	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 20	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 21	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 22	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 23	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 24	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 25	Lot Type 8	\$ 11,606.66	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 26	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 27	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 28	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 29	Lot Type 7	\$ 10,551.51	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #4	
			Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 30	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 31	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 32	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 33	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 34	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 35	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 36	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 37	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 38	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 39	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 40	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block I Lot 41	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 1	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block J Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 1	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block K Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 1	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 2	Lot Type 7	\$ 10,551.51	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #4	
			Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 18	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 19	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block L Lot 20	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 18	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 19	Lot Type 7	\$ 10,551.51	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block M Lot 20	Lot Type 7	\$ 10,551.51	\$ -
TBD	Manor Heights Phase 4 Section A Block O Lot 21	Non-Benefited	\$ -	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 1	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD	Manor Heights Phase 4 Section B Block A Lot 7	Non-Benefited	\$ -	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 16	Lot Type 7	\$ 10,551.51	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #4	
			Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 18	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 19	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 20	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 21	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 22	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 23	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 24	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 25	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block A Lot 26	Lot Type 7	\$ 10,551.51	\$ -
TBD	Manor Heights Phase 4 Section B Block C Lot 1	Non-Benefited	\$ -	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 10	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 11	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 12	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 13	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 14	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 15	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 16	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 17	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 18	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 19	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 20	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 21	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 1	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 2	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 3	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 4	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 5	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 6	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 7	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 8	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 9	Lot Type 7	\$ 10,551.51	\$ -
TBD	Manor Heights Phase 4 Section B Block D Lot 10	Non-Benefited	\$ -	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 19	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 20	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 21	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 22	Lot Type 7	\$ 10,551.51	\$ -

			Improvement Area #4	
Parcel ID	Legal Description	Lot Type	Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 23	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 24	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 25	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 26	Lot Type 7	\$ 10,551.51	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 27	Lot Type 7	\$ 10,551.51	\$ -
Total			\$ 5,070,000.00	\$ -

Notes:

[a] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section A Final Plat, which is located within initial parcel 248122, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 248122. The IA#4 Assessment allocable to initial parcel 248122 is \$2,813,582.93. The IA#4 Annual Installment due 1/31/2025 allocable to initial parcel 248122 is \$0.00.

[b] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section B Final Plat, which is located within initial parcel 477399, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 477399. The IA#4 Assessment allocable to initial parcel 477399 is \$969,335.19. The IA#4 Annual Installment due 1/31/2025 allocable to initial parcel 477399 is \$0.00.

[c] For billing purposes only, until a plat has been recorded within the Improvement Area #4 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.

EXHIBIT I-2 - IMPROVEMENT AREA #4 BONDS ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Annual Installment
2025	\$ -	\$ 414,050	\$ (414,050)	\$ -	\$ -	\$ -
2026	59,000	310,538	-	25,350	31,212	426,100
2027	63,000	306,924	-	25,055	31,836	426,815
2028	67,000	303,065	-	24,740	32,473	427,278
2029	72,000	298,961	-	24,405	33,122	428,489
2030	75,000	294,551	-	24,045	33,785	427,381
2031	80,000	289,958	-	23,670	34,461	428,088
2032	84,000	285,058	-	23,270	35,150	427,477
2033	88,000	279,913	-	22,850	35,853	426,615
2034	93,000	274,523	-	22,410	36,570	426,502
2035	98,000	268,826	-	21,945	37,301	426,072
2036	104,000	262,824	-	21,455	38,047	426,326
2037	111,000	256,454	-	20,935	38,808	427,197
2038	118,000	249,655	-	20,380	39,584	427,619
2039	125,000	242,428	-	19,790	40,376	427,594
2040	132,000	234,771	-	19,165	41,184	427,120
2041	141,000	226,686	-	18,505	42,007	428,198
2042	149,000	218,050	-	17,800	42,847	427,697
2043	158,000	208,924	-	17,055	43,704	427,683
2044	167,000	199,246	-	16,265	44,578	427,090
2045	178,000	189,018	-	15,430	45,470	427,917
2046	189,000	178,115	-	14,540	46,379	428,034
2047	200,000	166,539	-	13,595	47,307	427,441
2048	212,000	154,289	-	12,595	48,253	427,137
2049	225,000	141,304	-	11,535	49,218	427,057
2050	239,000	127,523	-	10,410	50,203	427,135
2051	254,000	112,884	-	9,215	51,207	427,305
2052	497,000	97,326	-	7,945	52,231	654,502
2053	529,000	66,885	-	5,460	53,275	654,620
2054	563,000	34,484	-	2,815	54,341	654,640
Total	\$ 5,070,000	\$ 6,693,768	\$ (414,050)	\$ 512,630	\$ 1,210,783	\$ 13,073,131

[a] Interest is calculated at a rate of 6.125% for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-3 - IMPROVEMENT AREA #4 TOTAL ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #4 Bonds					Total Annual Installment
	Principal	Interest [a]	Annual Collection Costs	Additional Interest [c]	Principal	Interest [b]	Capitalized Interest	Additional Interest [c]	Annual Collection Costs	
2025	\$ 65,284	\$ 132,113	\$ 13,011	\$ 15,862	\$ -	\$ 414,050	\$ (414,050)	\$ -	\$ -	\$ 226,270
2026	69,364	130,073	13,271	15,536	59,000	310,538	-	25,350	31,212	654,343
2027	71,404	127,905	13,537	15,189	63,000	306,924	-	25,055	31,836	654,850
2028	73,444	125,228	13,807	14,832	67,000	303,065	-	24,740	32,473	654,589
2029	75,484	122,474	14,083	14,464	72,000	298,961	-	24,405	33,122	654,995
2030	79,565	119,643	14,365	14,087	75,000	294,551	-	24,045	33,785	655,041
2031	81,605	116,659	14,652	13,689	80,000	289,958	-	23,670	34,461	654,694
2032	85,685	113,599	14,945	13,281	84,000	285,058	-	23,270	35,150	654,988
2033	89,765	110,064	15,244	12,853	88,000	279,913	-	22,850	35,853	654,542
2034	93,846	106,362	15,549	12,404	93,000	274,523	-	22,410	36,570	654,663
2035	97,926	102,491	15,860	11,935	98,000	268,826	-	21,945	37,301	654,284
2036	102,006	98,451	16,177	11,445	104,000	262,824	-	21,455	38,047	654,406
2037	106,086	94,243	16,501	10,935	111,000	256,454	-	20,935	38,808	654,963
2038	110,166	89,867	16,831	10,405	118,000	249,655	-	20,380	39,584	654,889
2039	114,247	85,323	17,168	9,854	125,000	242,428	-	19,790	40,376	654,185
2040	120,367	80,610	17,511	9,283	132,000	234,771	-	19,165	41,184	654,891
2041	124,447	75,645	17,861	8,681	141,000	226,686	-	18,505	42,007	654,833
2042	130,568	70,512	18,218	8,058	149,000	218,050	-	17,800	42,847	655,054
2043	136,688	64,799	18,583	7,406	158,000	208,924	-	17,055	43,704	655,159
2044	142,808	58,819	18,954	6,722	167,000	199,246	-	16,265	44,578	654,394
2045	148,929	52,571	19,334	6,008	178,000	189,018	-	15,430	45,470	654,759
2046	155,049	46,056	19,720	5,264	189,000	178,115	-	14,540	46,379	654,123
2047	163,210	39,272	20,115	4,488	200,000	166,539	-	13,595	47,307	654,526
2048	171,370	32,132	20,517	3,672	212,000	154,289	-	12,595	48,253	654,828
2049	179,531	24,634	20,927	2,815	225,000	141,304	-	11,535	49,218	654,965
2050	187,691	16,780	21,346	1,918	239,000	127,523	-	10,410	50,203	654,870
2051	195,852	8,569	21,773	979	254,000	112,884	-	9,215	51,207	654,477
2052	-	-	-	-	497,000	97,326	-	7,945	52,231	654,502
2053	-	-	-	-	529,000	66,885	-	5,460	53,275	654,620
2054	-	-	-	-	563,000	34,484	-	2,815	54,341	654,640
Total	\$ 3,172,387	\$ 2,244,895	\$ 459,862	\$ 262,064	\$ 5,070,000	\$ 6,693,768	\$ (414,050)	\$ 512,630	\$ 1,210,783	\$ 19,212,337

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at a rate of 6.125% for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-1 - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
248072	Abs. 154, Sur. 52, AC Caldwell	IA#4	Initial Parcel	\$ 184,518.72	\$ 13,160.68
248122 [a]	Abs. 456, Sur. 64, L Kimbro	IA#4	Initial Parcel	\$ 791,037.87	\$ 56,420.26
477399 [b]	Lot 2, J F Nagle Estates	IA#4	Initial Parcel	\$ 272,528.25	\$ 19,437.90
704716	Abs. 154, Sur. 52, AC Caldwell	IA#4	Initial Parcel	\$ 177,343.91	\$ 12,648.94
958419	Manor Heights PHS 2 Sec 18 Blk M Lot 1	MIA	Initial Parcel	\$ 62,424.82	\$ 4,452.42
236952	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 1,942,841.65	\$ 138,572.15
902644	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 180,103.99	\$ 12,845.82
958418	Manor Heights PHS 2 Sec 18 Blk M Lot 2	IA#3	Condo Parcel	\$ 490,840.42	\$ 35,008.62
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	IA#3	Non-Benefited	\$ -	\$ -
966065	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
965943	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965944	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965945	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965946	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965947	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965948	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965949	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965950	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965951	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965952	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965953	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965954	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965956	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965957	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965958	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965959	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965960	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965961	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965962	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965963	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965964	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
965965	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965966	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965967	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965968	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965969	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965970	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965971	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965972	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965973	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965974	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965975	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965976	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965977	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965978	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965979	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965980	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965981	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
965983	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965984	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965985	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965986	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965987	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965988	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965989	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965990	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965991	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965992	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
965993	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965994	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965995	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965996	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965997	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965998	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
965999	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966000	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966001	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966002	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966003	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966004	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966005	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966006	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966007	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966008	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966009	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966010	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966011	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966012	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966013	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966014	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966015	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966016	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966017	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966018	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966019	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966020	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966021	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966022	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966023	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966024	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966025	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966026	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966027	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966028	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966029	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966030	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	-	-
966031	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966032	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966033	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966034	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966035	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966036	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966037	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966038	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966039	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966040	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966041	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966042	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966043	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966044	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966045	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966046	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966047	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966048	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966049	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966050	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966051	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966052	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
966053	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966054	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966055	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966056	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966057	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966058	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966059	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966060	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966061	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966062	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966063	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966064	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966066	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966067	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966069	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966070	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966071	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966072	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966073	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966074	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966075	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966076	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966077	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966078	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966079	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966080	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966081	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966082	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966083	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966084	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966085	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966086	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966087	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966088	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966089	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966090	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966091	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966092	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966093	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966094	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966095	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966124	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966125	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966126	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966127	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966128	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966129	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966130	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966131	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966132	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966133	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966134	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966135	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966136	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966137	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966138	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966139	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966140	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966141	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966142	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
966143	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966144	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966145	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966146	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966147	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966148	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966149	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966150	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966151	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966152	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966153	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966154	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966155	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966156	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966157	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966158	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966159	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966160	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966161	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966162	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966163	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966164	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966165	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966166	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966167	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966168	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966169	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966170	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966171	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966172	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966173	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966174	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966175	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966176	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966177	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966178	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966179	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966180	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966181	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966182	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966183	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966184	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966185	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966186	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966187	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966188	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966189	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966190	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966191	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966192	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966193	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966194	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966196	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966197	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966198	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966199	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966200	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966201	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966202	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966203	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
966204	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966205	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966206	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966207	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966208	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966209	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966210	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966211	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966212	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966213	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966214	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966215	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966216	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966217	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966218	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966219	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966220	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966221	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966222	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966223	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966224	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966225	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966226	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966227	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966228	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966230	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966231	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966232	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966233	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966234	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966235	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966236	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966237	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966238	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966239	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966240	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966241	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966242	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966243	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966244	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966245	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966246	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25	IA#3	Lot Type 6	\$ 7,657.11	\$ 546.14
966247	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966098	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966099	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966100	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966101	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966102	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966103	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966104	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966105	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966106	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966107	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966108	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966109	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7	IA#3	Lot Type 5	\$ 7,019.02	\$ 500.63
966110	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966111	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966112	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966113	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
966114	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966115	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966116	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966117	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966118	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966119	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966120	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966121	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966122	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
966123	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13	IA#3	Lot Type 4	\$ 6,380.93	\$ 455.11
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 1	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 2	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 3	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 4	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 5	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 6	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 7	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 8	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 9	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 10	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block B Lot 11	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 12	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 13	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 14	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 15	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 16	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 17	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block D Lot 18	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD	Manor Heights Phase 4 Section A Block E Lot 1	IA#4	Non-Benefited	\$ -	\$ -
TBD	Manor Heights Phase 4 Section A Block E Lot 2	IA#4	Non-Benefited	\$ -	\$ -
TBD	Manor Heights Phase 4 Section A Block F Lot 1	IA#4	Non-Benefited	\$ -	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 2	IA#4	Lot Type 8	\$ 7,262.49	\$ 517.99
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 3	IA#4	Lot Type 8	\$ 7,262.49	\$ 517.99
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 4	IA#4	Lot Type 8	\$ 7,262.49	\$ 517.99
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 5	IA#4	Lot Type 8	\$ 7,262.49	\$ 517.99
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 6	IA#4	Lot Type 8	\$ 7,262.49	\$ 517.99
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 7	IA#4	Lot Type 8	\$ 7,262.49	\$ 517.99
TBD	Manor Heights Phase 4 Section A Block F Lot 8	IA#4	Non-Benefited	\$ -	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 9	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 10	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 11	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 12	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 13	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 14	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 15	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 16	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block F Lot 17	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD	Manor Heights Phase 4 Section A Block G Lot 1	IA#4	Non-Benefited	\$ -	\$ -
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 2	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 3	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 4	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 5	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 6	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 7	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 8	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 9	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 10	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 11	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 12	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 13	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [a]	Manor Heights Phase 4 Section A Block G Lot 14	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment [c]	Annual Installment Due 1/31/2025 [c]
TBD	Manor Heights Phase 4 Section B Block C Lot 1	IA#4	Non-Benefited	\$ -	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 2	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 3	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 4	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 5	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 6	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 7	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 8	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 9	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 10	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 11	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 12	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 13	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 14	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 15	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 16	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 17	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 18	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 19	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 20	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block C Lot 21	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 1	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 2	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 3	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 4	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 5	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 6	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 7	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 8	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 9	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD	Manor Heights Phase 4 Section B Block D Lot 10	IA#4	Non-Benefited	\$ -	\$ -
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 19	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 20	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 21	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 22	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 23	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 24	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 25	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 26	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
TBD [b]	Manor Heights Phase 4 Section B Block D Lot 27	IA#4	Lot Type 7	\$ 6,602.26	\$ 470.90
Total				\$ 7,774,999.99	\$ 554,545.56

Notes:

[a] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section A Final Plat, which is located within initial parcel 248122, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 248122. The MIA Assessment allocable to initial parcel 248122 is \$1,760,507.59. The MIA Annual Installment due 1/31/2025 allocable to initial parcel 248122 is \$125,566.77.

[b] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section B Final Plat, which is located within initial parcel 477399, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 477399. The MIA Assessment allocable to initial parcel 477399 is \$606,529.82. The MIA Annual Installment due 1/31/2025 allocable to initial parcel 477399 is \$43,260.25.

[c] For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.

EXHIBIT J-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2025	\$ 160,000	\$ 323,788	\$ 31,888	\$ 38,875	\$ -	\$ 554,550
2026	170,000	318,788	32,525	38,075	-	559,388
2027	175,000	313,475	33,176	37,225	-	558,876
2028	180,000	306,913	33,839	36,350	-	557,102
2029	185,000	300,163	34,516	35,450	-	555,129
2030	195,000	293,225	35,206	34,525	-	557,956
2031	200,000	285,913	35,911	33,550	-	555,373
2032	210,000	278,413	36,629	32,550	-	557,591
2033	220,000	269,750	37,361	31,500	-	558,611
2034	230,000	260,675	38,109	30,400	-	559,184
2035	240,000	251,188	38,871	29,250	-	559,308
2036	250,000	241,288	39,648	28,050	-	558,986
2037	260,000	230,975	40,441	26,800	-	558,216
2038	270,000	220,250	41,250	25,500	-	557,000
2039	280,000	209,113	42,075	24,150	-	555,337
2040	295,000	197,563	42,916	22,750	-	558,229
2041	305,000	185,394	43,775	21,275	-	555,444
2042	320,000	172,813	44,650	19,750	-	557,213
2043	335,000	158,813	45,543	18,150	-	557,506
2044	350,000	144,156	46,454	16,475	-	557,085
2045	365,000	128,844	47,383	14,725	-	555,952
2046	380,000	112,875	48,331	12,900	-	554,106
2047	400,000	96,250	49,298	11,000	-	556,548
2048	420,000	78,750	50,284	9,000	-	558,034
2049	440,000	60,375	51,289	6,900	-	558,564
2050	460,000	41,125	52,315	4,700	-	558,140
2051	480,000	21,000	53,361	2,400	-	556,761
Total	\$ 7,775,000	\$ 5,501,869	\$ 1,127,045	\$ 642,275	\$ -	\$ 15,046,189

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT K – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Units/SF [a]	Improved Land Value per Lot	Improved Land Total Value	Assessed Value per Unit/SF	Total Assessed Value	Assessments					Assessment per Unit/SF	Average Annual Installment per Unit/SF	PID Equivalent Tax Rate
						Major							
						Improvement Area Bond	Improvement Area 1-2 Bond	Improvement Area #3 Bond	Improvement Area #4 Bond	Total Assessment			
Improvement Area #1													
Lot Type 1 - 50'	264	\$ 62,500	\$ 16,500,000	\$ 285,000	\$ 75,240,000	\$ -	\$ 3,579,205	\$ -	\$ -	\$ 3,579,205	\$ 13,557.59	\$ 939.63	\$ 0.3297
IA #1 Total	264		\$ 16,500,000		\$ 75,240,000	\$ -	\$ 3,579,205	\$ -	\$ -	\$ 3,579,205			\$ 0.3297
Improvement Area #2													
Lot Type 2 - 50'	176	\$ 42,557	\$ 7,490,032	\$ 285,000	\$ 50,160,000	\$ -	\$ 2,386,137	\$ -	\$ -	\$ 2,386,137	\$ 13,557.59	\$ 939.63	\$ 0.3297
Lot Type 3 - 55'	75	\$ 42,558	\$ 3,191,850	\$ 290,000	\$ 21,750,000	\$ -	\$ 1,034,659	\$ -	\$ -	\$ 1,034,659	\$ 13,795.45	\$ 956.11	\$ 0.3297
IA #2 Total/Weighted Average	251	\$ 42,557	\$ 10,681,882	\$ 286,494	\$ 71,910,000	\$ -	\$ 3,420,795	\$ -	\$ -	\$ 3,420,795			\$ 0.3297
Improvement Area #3													
Lot Type 4 - 50'	176	\$ 82,680	\$ 14,551,680	\$ 413,400	\$ 72,758,400	\$ 1,123,043	\$ -	\$ 1,972,214	\$ -	\$ 3,095,257	\$ 17,586.69	\$ 1,301.31	\$ 0.3148
Lot Type 5 - 55'	49	\$ 90,948	\$ 4,456,452	\$ 454,740	\$ 22,282,260	\$ 343,932	\$ -	\$ 603,990	\$ -	\$ 947,922	\$ 19,345.35	\$ 1,431.44	\$ 0.3148
Lot Type 6 - 60'	60	\$ 99,216	\$ 5,952,960	\$ 496,080	\$ 29,764,800	\$ 459,427	\$ -	\$ 806,815	\$ -	\$ 1,266,241	\$ 21,104.02	\$ 1,561.57	\$ 0.3148
Lot Type 10 - Condo	106	\$ 60,000	\$ 6,360,000	\$ 300,000	\$ 31,800,000	\$ 490,840	\$ -	\$ 861,981	\$ -	\$ 1,352,822	\$ 12,762.47	\$ 944.34	\$ 0.3148
IA#3 Total/Weighted Average	391	\$ 80,105	\$ 31,321,092	\$ 400,525	\$ 156,605,460	\$ 2,417,242	\$ -	\$ 4,245,000	\$ -	\$ 6,662,242			\$ 0.3148
Improvement Area #4													
Lot Type 7 - 50'	313	\$ 82,680	\$ 25,878,840	\$ 413,400	\$ 129,394,200	\$ 2,066,508	\$ -	\$ -	\$ 3,302,622	\$ 5,369,130	\$ 17,153.77	\$ 1,362.52	\$ 0.3296
Lot Type 8 - 55'	41	\$ 90,948	\$ 3,728,868	\$ 454,740	\$ 18,644,340	\$ 297,762	\$ -	\$ -	\$ 475,873	\$ 773,635	\$ 18,869.15	\$ 1,498.77	\$ 0.3296
Lot Type 9 - 60'	102	\$ 99,216	\$ 10,120,032	\$ 496,080	\$ 50,600,160	\$ 808,117	\$ -	\$ -	\$ 1,291,505	\$ 2,099,622	\$ 20,584.52	\$ 1,635.03	\$ 0.3296
IA#4 Total	456		\$ 39,727,740		\$ 198,638,700	\$ 3,172,387	\$ -	\$ -	\$ 5,070,000	\$ 8,242,387			\$ 0.3296
Major Improvement Area - Remainder Area													
Condo	298	\$ 60,000	\$ 17,880,000	\$ 300,000	\$ 89,400,000	\$ 1,427,775	\$ -	\$ -	\$ -	\$ 1,427,775	\$ 4,791	\$ 343.40	\$ 0.1145
Office	68,999	\$ 40	\$ 2,759,960	\$ 200	\$ 13,799,800	\$ 220,392	\$ -	\$ -	\$ -	\$ 220,392	\$ 3.19	\$ 0.23	\$ 0.1145
Restaurant	17,250	\$ 40	\$ 690,000	\$ 200	\$ 3,450,000	\$ 55,099	\$ -	\$ -	\$ -	\$ 55,099	\$ 3.19	\$ 0.23	\$ 0.1145
Retail	150,935	\$ 40	\$ 6,037,400	\$ 200	\$ 30,187,000	\$ 482,106	\$ -	\$ -	\$ -	\$ 482,106	\$ 3.19	\$ 0.23	\$ 0.1145
MIA Remainder Area Total			\$ 27,367,360		\$ 136,836,800	\$ 2,185,371	\$ -	\$ -	\$ -	\$ 2,185,371			\$ 0.1145
Major Improvement Area													
Lot Type 4 - 50'	176	\$ 82,680	\$ 14,551,680	\$ 413,400	\$ 72,758,400	\$ 1,123,043	\$ -	\$ -	\$ -	\$ 1,123,043	\$ 6,381	\$ 457.35	\$ 0.1106
Lot Type 5 - 55'	49	\$ 90,948	\$ 4,456,452	\$ 454,740	\$ 22,282,260	\$ 343,932	\$ -	\$ -	\$ -	\$ 343,932	\$ 7,019	\$ 503.08	\$ 0.1106
Lot Type 6 - 60'	60	\$ 99,216	\$ 5,952,960	\$ 496,080	\$ 29,764,800	\$ 459,427	\$ -	\$ -	\$ -	\$ 459,427	\$ 7,657	\$ 548.82	\$ 0.1106
Lot Type 7 - Condo	106	\$ 60,000	\$ 6,360,000	\$ 300,000	\$ 31,800,000	\$ 490,840	\$ -	\$ -	\$ -	\$ 490,840	\$ 4,631	\$ 331.89	\$ 0.1106
Lot Type 8 - 50'	313	\$ 82,680	\$ 25,878,840	\$ 413,400	\$ 129,394,200	\$ 2,066,508	\$ -	\$ -	\$ -	\$ 2,066,508	\$ 6,602	\$ 473.21	\$ 0.1145
Lot Type 9 - 55'	41	\$ 90,948	\$ 3,728,868	\$ 454,740	\$ 18,644,340	\$ 297,762	\$ -	\$ -	\$ -	\$ 297,762	\$ 7,262	\$ 520.53	\$ 0.1145
Lot Type 10 - 60'	102	\$ 99,216	\$ 10,120,032	\$ 496,080	\$ 50,600,160	\$ 808,117	\$ -	\$ -	\$ -	\$ 808,117	\$ 7,923	\$ 567.85	\$ 0.1145
Remainder Area - Condo	298	\$ 60,000	\$ 17,880,000	\$ 300,000	\$ 89,400,000	\$ 1,427,775	\$ -	\$ -	\$ -	\$ 1,427,775	\$ 4,791	\$ 343.40	\$ 0.1145
Office	68,999	\$ 40	\$ 2,759,960	\$ 200	\$ 13,799,800	\$ 220,392	\$ -	\$ -	\$ -	\$ 220,392	\$ 3.19	\$ 0.23	\$ 0.1145
Restaurant	17,250	\$ 40	\$ 690,000	\$ 200	\$ 3,450,000	\$ 55,099	\$ -	\$ -	\$ -	\$ 55,099	\$ 3.19	\$ 0.23	\$ 0.1145
Retail	150,935	\$ 40	\$ 6,037,400	\$ 200	\$ 30,187,000	\$ 482,106	\$ -	\$ -	\$ -	\$ 482,106	\$ 3.19	\$ 0.23	\$ 0.1145
MIA Total			\$ 98,416,192		\$ 492,080,960	\$ 7,775,000	\$ -	\$ -	\$ -	\$ 7,775,000			

EXHIBIT L – LOT TYPE CLASSIFICATION MAP

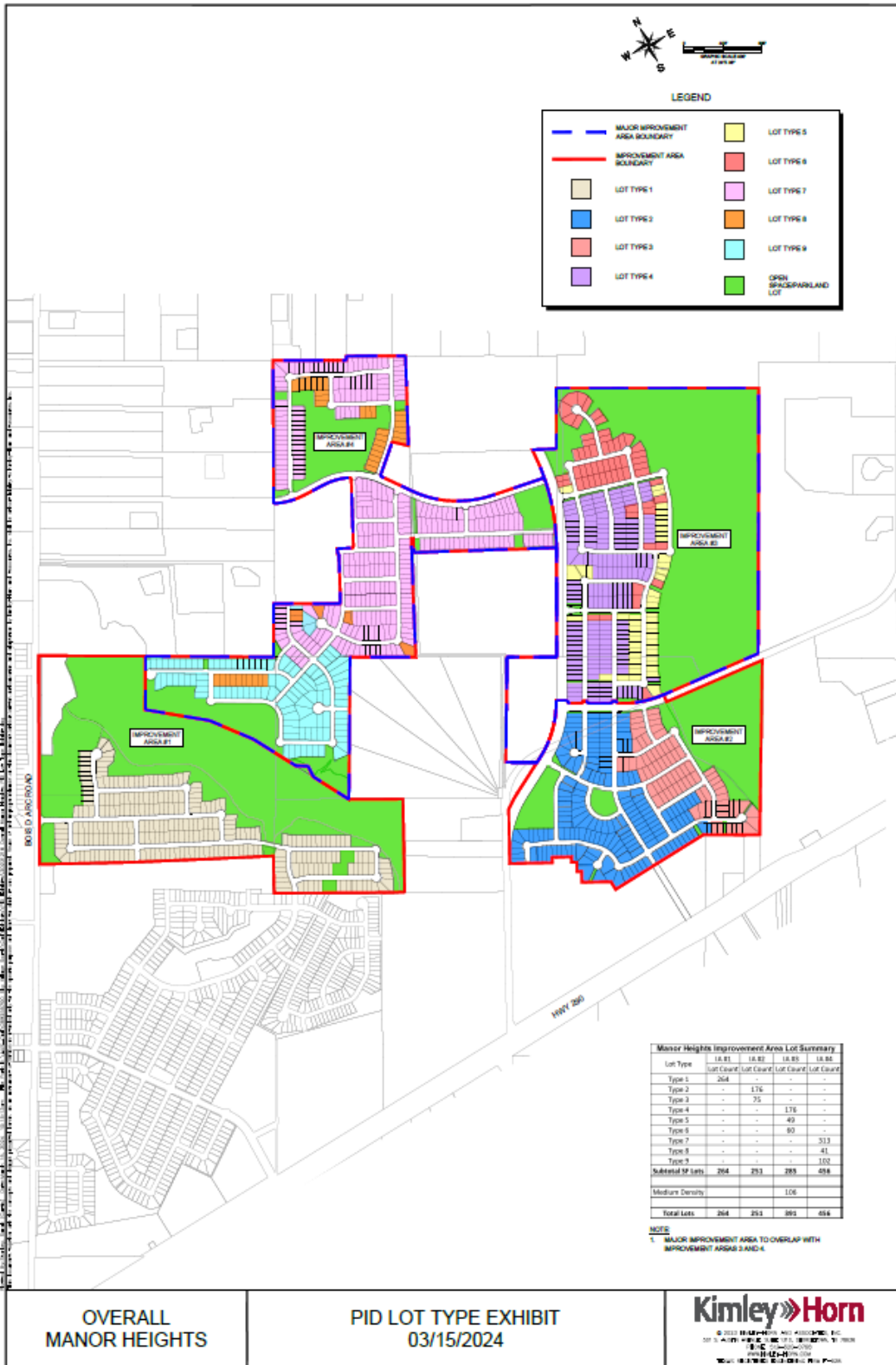


EXHIBIT M – MAPS OF AUTHORIZED IMPROVEMENTS

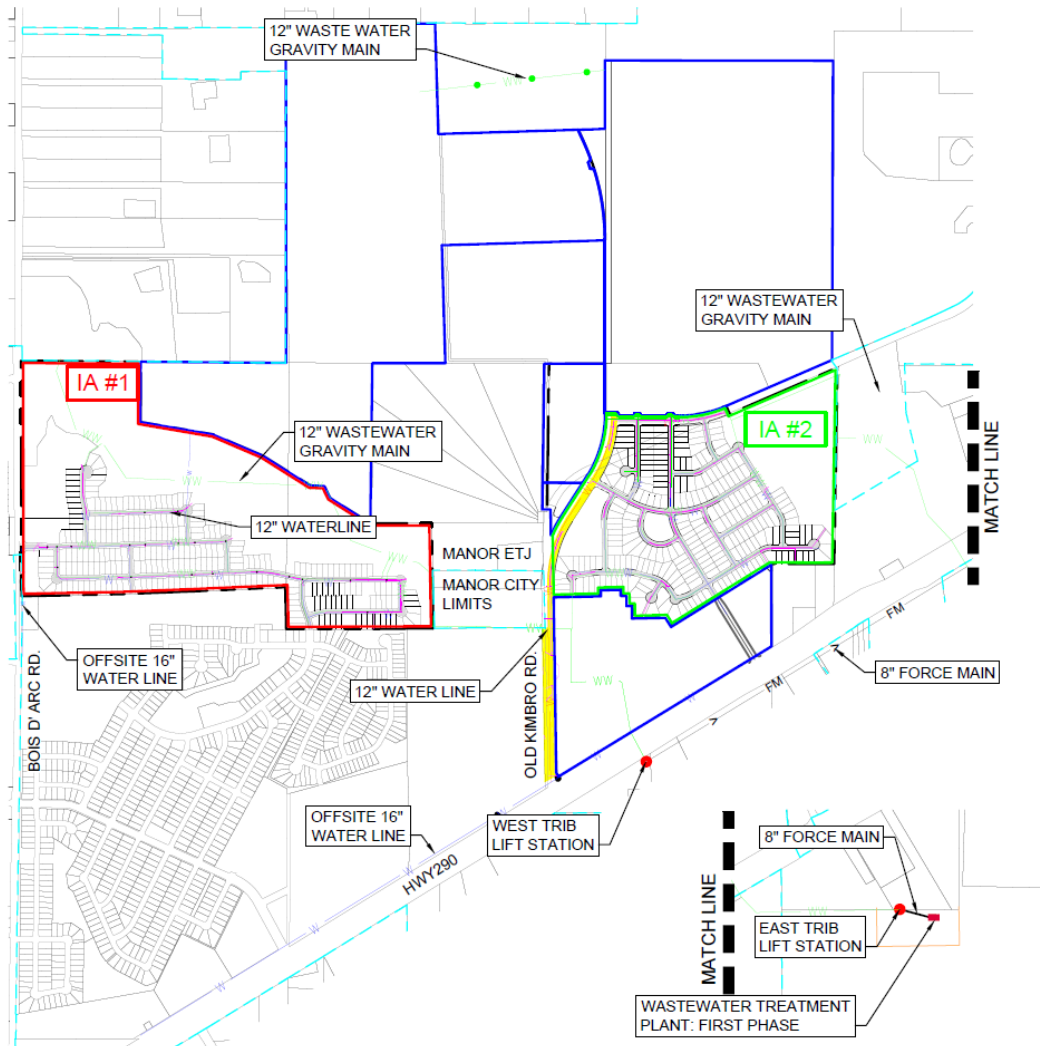
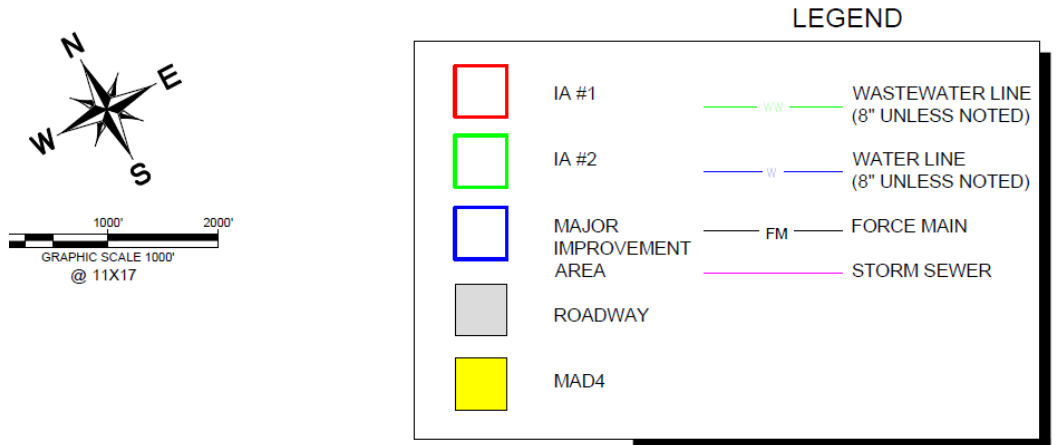
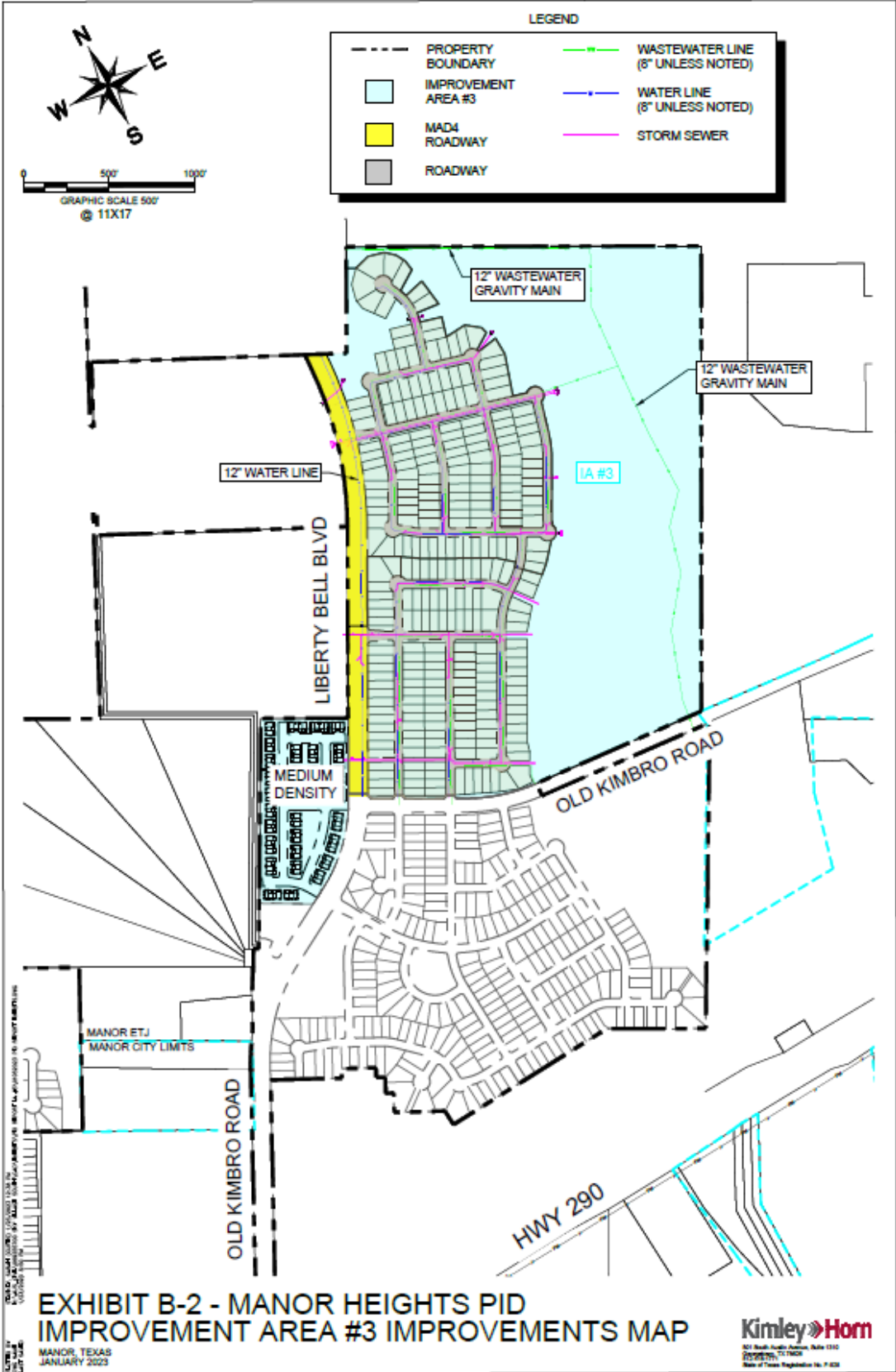


EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

12814 Jollyville
Building 4, Suite 200
Austin, Texas 78759
512-719-1771
State of Texas Registration No. P-928
16726119/2287518/3551219218/51915



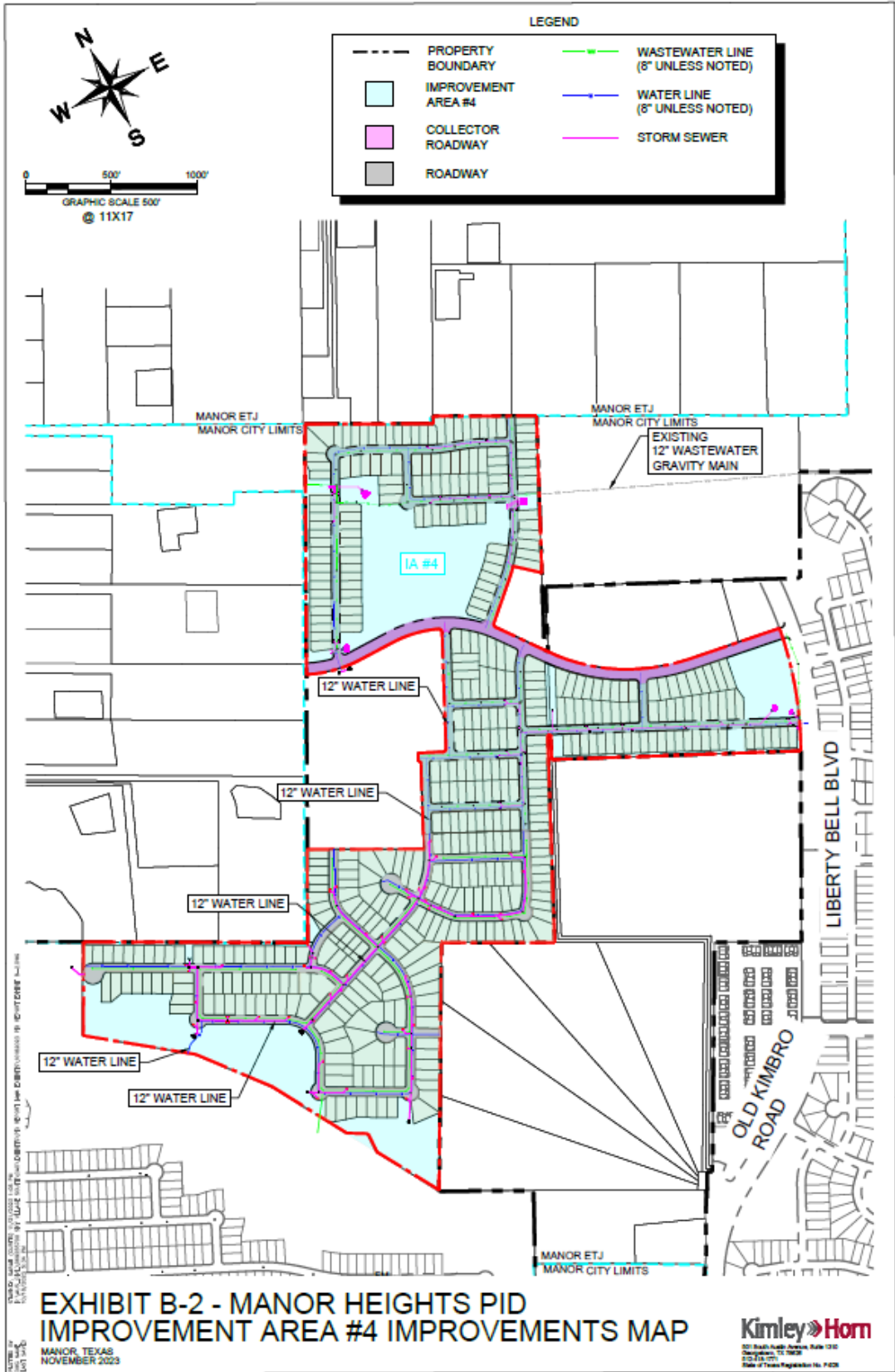


EXHIBIT N – NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Travis County Clerk's Office
Honorable [County Clerk Name]
5501 Airport Boulevard
Austin, Texas 78751

Re: City of Manor Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor
Attn: [City Secretary]
105 E. Eggleston Street
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

**[City Secretary Name]
105 E. Eggleston Street
Manor, TX 78653**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §**

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

WHEREAS, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

WHEREAS, on or about May 5, 2021, the City Council, approved Ordinance No. 609, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

WHEREAS, on or about _____ __, 2024, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Improvement Area #4 Assessment Ordinance") approving

the 2024 Amended and Restated Service and Assessment plan and assessment roll for the Property within Improvement Area #4 of the Manor Heights Public Improvement District; and

WHEREAS, the applicable Assessment Ordinance imposed an assessment in the amount of \$_____ (hereinafter referred to as the "Lien Amount") for the following property:

WHEREAS, the Improvement Area #4 Assessment Ordinance imposed an assessment in the amount of \$_____ (hereinafter referred to as the "Additional Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount and Additional Lien Amount (if applicable).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien(s), Instrument No. _____, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount and Additional Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien(s) held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF MANOR, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

Notary Public, State of Texas

**EXHIBIT O – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA,
IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, IMPROVEMENT AREA #3, AND
IMPROVEMENT AREA #4**

	Units		Estimated Buildout Value	Total Buildout Value
Improvement Area #1				
50'	264	lots	\$ 285,000	\$ 75,240,000
				<u>\$ 75,240,000</u>
Improvement Area #2				
50'	176	lots	\$ 285,000	\$ 50,160,000
55'	75	lots	\$ 290,000	\$ 21,750,000
	<u>251</u>			<u>\$ 71,910,000</u>
Improvement Area #3 [a]				
50'	176	lots	\$ 413,400	\$ 72,758,400
55'	49	lots	\$ 454,740	\$ 22,282,260
60'	60	lots	\$ 496,080	\$ 29,764,800
Condo	106	lots	\$ 300,000	\$ 31,800,000
	<u>391</u>			<u>\$ 156,605,460</u>
Improvement Area #4 [a]				
50'	313	lots	\$ 413,400	\$ 129,394,200
55'	41	lots	\$ 454,740	\$ 18,644,340
60'	102	lots	\$ 496,080	\$ 50,600,160
	<u>456</u>			<u>\$ 198,638,700</u>
Major Improvement Area [b]				
Condo	298	units	\$ 300,000	\$ 89,400,000
Office	68,999	SqFt	\$ 200	\$ 13,799,800
Restaurant	17,250	SqFt	\$ 200	\$ 3,450,000
Retail	150,935	SqFt	\$ 200	\$ 30,187,000
				<u>\$ 136,836,800</u>
Major Improvement Area Subtotal:				\$ 492,080,960
District Total Projected Assessed Value:				<u>\$ 639,230,960</u>

Notes:

[a] Improvement Area #3 and Improvement Area #4 are within the Major Improvement Area.

[b] Includes all property within the Major Improvement Area excepting property within Improvement Area #3 and Improvement Area #4 initial parcels.

EXHIBIT P – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
 Special Assessment Revenue Bonds, Series 2021
 (Manor Heights Public Improvement District Improvement Area #1-2 Proj)
 ~REVISED FINAL NUMBERS~

Dated Date 05/27/2021
 Delivery Date 05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		78,952.50	78,952.50
09/30/2022		263,175.00	263,175.00
09/30/2023	150,000	263,175.00	413,175.00
09/30/2024	155,000	259,425.00	414,425.00
09/30/2025	160,000	255,550.00	415,550.00
09/30/2026	165,000	251,550.00	416,550.00
09/30/2027	170,000	247,425.00	417,425.00
09/30/2028	175,000	242,112.50	417,112.50
09/30/2029	180,000	236,643.76	416,643.76
09/30/2030	185,000	231,018.76	416,018.76
09/30/2031	190,000	225,237.50	415,237.50
09/30/2032	200,000	219,300.00	419,300.00
09/30/2033	205,000	212,300.00	417,300.00
09/30/2034	210,000	205,125.00	415,125.00
09/30/2035	220,000	197,775.00	417,775.00
09/30/2036	230,000	190,075.00	420,075.00
09/30/2037	235,000	182,025.00	417,025.00
09/30/2038	245,000	173,800.00	418,800.00
09/30/2039	255,000	165,225.00	420,225.00
09/30/2040	265,000	156,300.00	421,300.00
09/30/2041	275,000	147,025.00	422,025.00
09/30/2042	285,000	137,400.00	422,400.00
09/30/2043	295,000	126,000.00	421,000.00
09/30/2044	305,000	114,200.00	419,200.00
09/30/2045	320,000	102,000.00	422,000.00
09/30/2046	335,000	89,200.00	424,200.00
09/30/2047	350,000	75,800.00	425,800.00
09/30/2048	360,000	61,800.00	421,800.00
09/30/2049	380,000	47,400.00	427,400.00
09/30/2050	395,000	32,200.00	427,200.00
09/30/2051	410,000	16,400.00	426,400.00
	7,305,000	5,205,615.02	12,510,615.02

EXHIBIT Q - IMPROVEMENT AREA #3 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
 Special Assessment Revenue Bonds, Series 2023
 (Manor Heights Public Improvement District Improvement Area #3 Project)
 Bonds Callable September 15, 2031 @ Par
 FINAL NUMBERS

Period Ending	Principal	Interest	Debt Service
09/30/2024	35,000	261,029.24	296,029.24
09/30/2025	71,000	224,860.00	295,860.00
09/30/2026	72,000	221,665.00	293,665.00
09/30/2027	75,000	218,425.00	293,425.00
09/30/2028	79,000	215,050.00	294,050.00
09/30/2029	83,000	211,495.00	294,495.00
09/30/2030	85,000	207,760.00	292,760.00
09/30/2031	90,000	203,935.00	293,935.00
09/30/2032	94,000	199,210.00	293,210.00
09/30/2033	98,000	194,275.00	292,275.00
09/30/2034	103,000	189,130.00	292,130.00
09/30/2035	108,000	183,722.50	291,722.50
09/30/2036	113,000	178,052.50	291,052.50
09/30/2037	119,000	172,120.00	291,120.00
09/30/2038	126,000	165,872.50	291,872.50
09/30/2039	133,000	159,257.50	292,257.50
09/30/2040	139,000	152,275.00	291,275.00
09/30/2041	147,000	144,977.50	291,977.50
09/30/2042	154,000	137,260.00	291,260.00
09/30/2043	162,000	129,175.00	291,175.00
09/30/2044	170,000	120,670.00	290,670.00
09/30/2045	180,000	111,320.00	291,320.00
09/30/2046	191,000	101,420.00	292,420.00
09/30/2047	200,000	90,915.00	290,915.00
09/30/2048	211,000	79,915.00	290,915.00
09/30/2049	222,000	68,310.00	290,310.00
09/30/2050	235,000	56,100.00	291,100.00
09/30/2051	248,000	43,175.00	291,175.00
09/30/2052	261,000	29,535.00	290,535.00
09/30/2053	276,000	15,180.00	291,180.00
	4,280,000	4,486,086.74	8,766,086.74

EXHIBIT R - IMPROVEMENT AREA #4 BOND DEBT SERVICE SCHEDULE

EXHIBIT S – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
 Special Assessment Revenue Bonds, Series 2021
 (Manor Heights Public Improvement District Major Improvement Area Project)
 ~FINAL NUMBERS~

Dated Date 05/27/2021
 Delivery Date 05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		99,995.63	99,995.63
09/30/2022		333,318.76	333,318.76
09/30/2023	150,000	333,318.76	483,318.76
09/30/2024	155,000	328,631.26	483,631.26
09/30/2025	160,000	323,787.50	483,787.50
09/30/2026	170,000	318,787.50	488,787.50
09/30/2027	175,000	313,475.00	488,475.00
09/30/2028	180,000	306,912.50	486,912.50
09/30/2029	185,000	300,162.50	485,162.50
09/30/2030	195,000	293,225.00	488,225.00
09/30/2031	200,000	285,912.50	485,912.50
09/30/2032	210,000	278,412.50	488,412.50
09/30/2033	220,000	269,750.00	489,750.00
09/30/2034	230,000	260,675.00	490,675.00
09/30/2035	240,000	251,187.50	491,187.50
09/30/2036	250,000	241,287.50	491,287.50
09/30/2037	260,000	230,975.00	490,975.00
09/30/2038	270,000	220,250.00	490,250.00
09/30/2039	280,000	209,112.50	489,112.50
09/30/2040	295,000	197,562.50	492,562.50
09/30/2041	305,000	185,393.76	490,393.76
09/30/2042	320,000	172,812.50	492,812.50
09/30/2043	335,000	158,812.50	493,812.50
09/30/2044	350,000	144,156.26	494,156.26
09/30/2045	365,000	128,843.76	493,843.76
09/30/2046	380,000	112,875.00	492,875.00
09/30/2047	400,000	96,250.00	496,250.00
09/30/2048	420,000	78,750.00	498,750.00
09/30/2049	440,000	60,375.00	500,375.00
09/30/2050	460,000	41,125.00	501,125.00
09/30/2051	480,000	21,000.00	501,000.00
	8,080,000	6,597,133.19	14,677,133.19

EXHIBIT T-1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$13,557.59

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2025	\$ 309.89	\$ 494.95	\$ 57.23	\$ 67.79	\$ -	\$ 929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
Total	\$ 13,557.59	\$ 8,407.43	\$ 2,022.90	\$ 1,098.60	\$ -	\$ 25,086.52

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT T-2 – LOT TYPE 2 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$13,557.59

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2025	\$ 309.89	\$ 494.95	\$ 57.23	\$ 67.79	-	\$ 929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
Total	\$ 13,557.59	\$ 8,407.43	\$ 2,022.90	\$ 1,098.60	\$ -	\$ 25,086.52

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT T-3 – LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$13,795.45

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2025	\$ 315.32	\$ 503.63	\$ 58.24	\$ 68.98	-	\$ 946.17
2026	325.18	495.75	59.40	67.40	-	947.73
2027	335.03	487.62	60.59	65.77	-	949.02
2028	344.89	477.15	61.80	64.10	-	947.94
2029	354.74	466.37	63.04	62.38	-	946.53
2030	364.59	455.29	64.30	60.60	-	944.78
2031	374.45	443.89	65.59	58.78	-	942.71
2032	394.16	432.19	66.90	56.91	-	950.15
2033	404.01	418.40	68.24	54.94	-	945.58
2034	413.86	404.26	69.60	52.92	-	940.63
2035	433.57	389.77	70.99	50.85	-	945.18
2036	453.28	374.60	72.41	48.68	-	948.96
2037	463.13	358.73	73.86	46.41	-	942.14
2038	482.84	342.52	75.34	44.10	-	944.80
2039	502.55	325.62	76.84	41.68	-	946.70
2040	522.26	308.03	78.38	39.17	-	947.84
2041	541.96	289.75	79.95	36.56	-	948.22
2042	561.67	270.78	81.55	33.85	-	947.85
2043	581.38	248.32	83.18	31.04	-	943.92
2044	601.09	225.06	84.84	28.13	-	939.13
2045	630.65	201.02	86.54	25.13	-	943.33
2046	660.21	175.79	88.27	21.97	-	946.25
2047	689.77	149.38	90.04	18.67	-	947.87
2048	709.48	121.79	91.84	15.22	-	938.33
2049	748.90	93.41	93.67	11.68	-	947.66
2050	778.46	63.46	95.55	7.93	-	945.39
2051	808.02	32.32	97.46	4.04	-	941.84
Total	\$ 13,795.45	\$ 8,554.93	\$ 2,058.39	\$ 1,117.87	\$ -	\$ 25,526.64

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT T-4 – LOT TYPE 4 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$17,586.69

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2025	\$ 131.31	\$ 265.73	\$ 31.90	\$ 24.08	\$ 187.42	\$ 593.58	\$ 56.03	\$ 82.39	\$ 1,372.44
2026	139.52	261.63	31.25	24.56	190.06	585.14	55.09	84.04	1,371.29
2027	143.62	257.27	30.55	25.05	197.98	576.59	54.14	85.72	1,370.92
2028	147.73	251.88	29.83	25.55	208.54	567.68	53.15	87.44	1,371.80
2029	151.83	246.34	29.09	26.06	219.10	558.29	52.11	89.18	1,372.01
2030	160.04	240.65	28.33	26.58	224.38	548.44	51.01	90.97	1,370.40
2031	164.14	234.65	27.53	27.11	237.58	538.34	49.89	92.79	1,372.03
2032	172.35	228.49	26.71	27.66	248.14	525.87	48.70	94.64	1,372.56
2033	180.55	221.38	25.85	28.21	258.70	512.84	47.46	96.54	1,371.53
2034	188.76	213.94	24.95	28.77	271.89	499.26	46.17	98.47	1,372.20
2035	196.97	206.15	24.01	29.35	285.09	484.98	44.81	100.44	1,371.79
2036	205.17	198.02	23.02	29.94	298.29	470.01	43.38	102.44	1,370.29
2037	213.38	189.56	21.99	30.53	314.13	454.35	41.89	104.49	1,370.34
2038	221.59	180.76	20.93	31.14	332.61	437.86	40.32	106.58	1,371.80
2039	229.80	171.62	19.82	31.77	351.09	420.40	38.66	108.71	1,371.86
2040	242.11	162.14	18.67	32.40	366.93	401.97	36.90	110.89	1,372.01
2041	250.31	152.15	17.46	33.05	388.04	382.71	35.07	113.11	1,371.90
2042	262.62	141.83	16.21	33.71	406.52	362.33	33.13	115.37	1,371.72
2043	274.93	130.34	14.90	34.39	427.64	340.99	31.10	117.68	1,371.96
2044	287.24	118.31	13.52	35.07	448.76	318.54	28.96	120.03	1,370.43
2045	299.55	105.74	12.08	35.78	475.16	293.86	26.71	122.43	1,371.31
2046	311.87	92.64	10.59	36.49	504.19	267.72	24.34	124.88	1,372.71
2047	328.28	78.99	9.03	37.22	527.95	239.99	21.82	127.38	1,370.66
2048	344.69	64.63	7.39	37.97	556.99	210.96	19.18	129.92	1,371.72
2049	361.11	49.55	5.66	38.72	586.03	180.32	16.39	132.52	1,370.31
2050	377.52	33.75	3.86	39.50	620.34	148.09	13.46	135.17	1,371.70
2051	393.93	17.23	1.97	40.29	654.66	113.97	10.36	137.88	1,370.30
2052	-	-	-	-	688.98	77.97	7.09	140.63	914.66
2053	-	-	-	-	728.57	40.07	3.64	143.45	915.73
Total	\$ 6,380.93	\$ 4,515.37	\$ 527.11	\$ 850.94	\$ 11,205.76	\$ 11,153.12	\$ 1,030.98	\$ 3,196.17	\$ 38,860.38

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

EXHIBIT T-5 – LOT TYPE 5 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$19,345.35

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2025	\$ 144.44	\$ 292.30	\$ 35.10	\$ 26.48	\$ 206.16	\$ 652.93	\$ 61.63	\$ 90.63	\$ 1,509.69
2026	153.47	287.79	34.37	27.01	209.07	643.66	60.60	92.44	1,508.42
2027	157.98	283.00	33.61	27.55	217.78	634.25	59.56	94.29	1,508.01
2028	162.50	277.07	32.82	28.10	229.39	624.45	58.47	96.18	1,508.98
2029	167.01	270.98	32.00	28.67	241.01	614.12	57.32	98.10	1,509.21
2030	176.04	264.71	31.17	29.24	246.82	603.28	56.11	100.06	1,507.44
2031	180.55	258.11	30.29	29.82	261.34	592.17	54.88	102.07	1,509.23
2032	189.58	251.34	29.39	30.42	272.95	578.45	53.57	104.11	1,509.81
2033	198.61	243.52	28.44	31.03	284.57	564.12	52.21	106.19	1,508.68
2034	207.64	235.33	27.44	31.65	299.08	549.18	50.79	108.31	1,509.43
2035	216.66	226.76	26.41	32.28	313.60	533.48	49.29	110.48	1,508.97
2036	225.69	217.83	25.32	32.93	328.12	517.02	47.72	112.69	1,507.32
2037	234.72	208.52	24.19	33.59	345.54	499.79	46.08	114.94	1,507.38
2038	243.75	198.83	23.02	34.26	365.87	481.65	44.35	117.24	1,508.98
2039	252.77	188.78	21.80	34.94	386.20	462.44	42.53	119.59	1,509.05
2040	266.32	178.35	20.54	35.64	403.62	442.17	40.59	121.98	1,509.21
2041	275.34	167.37	19.21	36.36	426.85	420.98	38.58	124.42	1,509.09
2042	288.89	156.01	17.83	37.08	447.17	398.57	36.44	126.91	1,508.90
2043	302.43	143.37	16.39	37.82	470.40	375.09	34.21	129.44	1,509.15
2044	315.97	130.14	14.87	38.58	493.63	350.39	31.85	132.03	1,507.48
2045	329.51	116.32	13.29	39.35	522.67	323.24	29.39	134.67	1,508.45
2046	343.05	101.90	11.65	40.14	554.61	294.50	26.77	137.37	1,509.99
2047	361.11	86.89	9.93	40.94	580.75	263.99	24.00	140.11	1,507.72
2048	379.16	71.09	8.12	41.76	612.69	232.05	21.10	142.92	1,508.89
2049	397.22	54.50	6.23	42.60	644.63	198.35	18.03	145.77	1,507.34
2050	415.27	37.13	4.24	43.45	682.38	162.90	14.81	148.69	1,508.87
2051	433.33	18.96	2.17	44.32	720.13	125.37	11.40	151.66	1,507.33
2052	-	-	-	-	757.87	85.76	7.80	154.70	1,006.13
2053	-	-	-	-	801.43	44.08	4.01	157.79	1,007.31
Total	\$ 7,019.02	\$ 4,966.91	\$ 579.83	\$ 936.04	\$ 12,326.33	\$ 12,268.43	\$ 1,134.08	\$ 3,515.79	\$ 42,746.42

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

EXHIBIT T-6 – LOT TYPE 6 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$21,104.02

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 6

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2025	\$ 157.57	\$ 318.88	\$ 38.29	\$ 28.89	\$ 224.91	\$ 712.29	\$ 67.23	\$ 98.87	\$ 1,646.93
2026	167.42	313.95	37.50	29.47	228.07	702.17	66.11	100.85	1,645.54
2027	172.35	308.72	36.66	30.06	237.58	691.91	64.97	102.86	1,645.11
2028	177.27	302.26	35.80	30.66	250.25	681.22	63.78	104.92	1,646.16
2029	182.19	295.61	34.91	31.27	262.92	669.95	62.53	107.02	1,646.42
2030	192.04	288.78	34.00	31.90	269.25	658.12	61.22	109.16	1,644.48
2031	196.97	281.58	33.04	32.54	285.09	646.01	59.87	111.34	1,646.44
2032	206.82	274.19	32.06	33.19	297.76	631.04	58.44	113.57	1,647.07
2033	216.66	265.66	31.02	33.85	310.44	615.41	56.96	115.84	1,645.84
2034	226.51	256.72	29.94	34.53	326.27	599.11	55.40	118.16	1,646.65
2035	236.36	247.38	28.81	35.22	342.11	581.98	53.77	120.52	1,646.15
2036	246.21	237.63	27.62	35.92	357.95	564.02	52.06	122.93	1,644.35
2037	256.06	227.47	26.39	36.64	376.96	545.23	50.27	125.39	1,644.41
2038	265.91	216.91	25.11	37.37	399.13	525.44	48.39	127.90	1,646.16
2039	275.75	205.94	23.78	38.12	421.30	504.48	46.39	130.46	1,646.24
2040	290.53	194.57	22.41	38.88	440.31	482.36	44.28	133.07	1,646.41
2041	300.38	182.58	20.95	39.66	465.65	459.25	42.08	135.73	1,646.28
2042	315.15	170.19	19.45	40.45	487.83	434.80	39.75	138.44	1,646.07
2043	329.92	156.40	17.87	41.26	513.17	409.19	37.32	141.21	1,646.35
2044	344.69	141.97	16.23	42.09	538.51	382.25	34.75	144.04	1,644.52
2045	359.47	126.89	14.50	42.93	570.19	352.63	32.06	146.92	1,645.58
2046	374.24	111.16	12.70	43.79	605.03	321.27	29.21	149.85	1,647.26
2047	393.93	94.79	10.83	44.66	633.54	287.99	26.18	152.85	1,644.79
2048	413.63	77.56	8.86	45.56	668.39	253.15	23.01	155.91	1,646.06
2049	433.33	59.46	6.80	46.47	703.23	216.39	19.67	159.03	1,644.37
2050	453.03	40.50	4.63	47.40	744.41	177.71	16.16	162.21	1,646.04
2051	472.72	20.68	2.36	48.35	785.59	136.77	12.43	165.45	1,644.36
2052	-	-	-	-	826.77	93.56	8.51	168.76	1,097.60
2053	-	-	-	-	874.29	48.09	4.37	172.14	1,098.88
Total	\$ 7,657.11	\$ 5,418.45	\$ 632.54	\$ 1,021.13	\$ 13,446.91	\$ 13,383.74	\$ 1,237.18	\$ 3,835.40	\$ 46,632.46

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

EXHIBIT T-7 – LOT TYPE 7 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: \$17,153.77

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 7

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #4 Bonds					Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Capitalized Interest	Additional Interest [c]	Annual Collection Costs	
2025	\$ 135.87	\$ 274.95	\$ 33.01	\$ 24.91	\$ -	\$ 861.71	\$ (861.71)	\$ -	\$ -	\$ 468.74
2026	144.36	270.70	32.33	25.41	122.79	646.28	-	52.76	64.96	1,359.59
2027	148.60	266.19	31.61	25.92	131.11	638.76	-	52.14	66.26	1,360.60
2028	152.85	260.62	30.87	26.44	139.44	630.73	-	51.49	67.58	1,360.01
2029	157.10	254.89	30.10	26.96	149.84	622.19	-	50.79	68.93	1,360.81
2030	165.59	249.00	29.32	27.50	156.09	613.01	-	50.04	70.31	1,360.86
2031	169.83	242.79	28.49	28.05	166.49	603.45	-	49.26	71.72	1,360.09
2032	178.32	236.42	27.64	28.61	174.82	593.25	-	48.43	73.15	1,360.65
2033	186.82	229.06	26.75	29.19	183.14	582.54	-	47.55	74.62	1,359.67
2034	195.31	221.36	25.81	29.77	193.55	571.33	-	46.64	76.11	1,359.87
2035	203.80	213.30	24.84	30.37	203.95	559.47	-	45.67	77.63	1,359.03
2036	212.29	204.89	23.82	30.97	216.44	546.98	-	44.65	79.18	1,359.23
2037	220.78	196.14	22.76	31.59	231.01	533.72	-	43.57	80.77	1,360.34
2038	229.27	187.03	21.65	32.22	245.58	519.57	-	42.41	82.38	1,360.13
2039	237.77	177.57	20.51	32.87	260.15	504.53	-	41.19	84.03	1,358.61
2040	250.50	167.76	19.32	33.53	274.71	488.60	-	39.89	85.71	1,360.02
2041	259.00	157.43	18.07	34.20	293.44	471.77	-	38.51	87.42	1,359.84
2042	271.73	146.75	16.77	34.88	310.09	453.80	-	37.04	89.17	1,360.24
2043	284.47	134.86	15.41	35.58	328.82	434.80	-	35.49	90.96	1,360.40
2044	297.21	122.41	13.99	36.29	347.55	414.66	-	33.85	92.78	1,358.75
2045	309.95	109.41	12.50	37.02	370.45	393.38	-	32.11	94.63	1,359.44
2046	322.68	95.85	10.95	37.76	393.34	370.69	-	30.26	96.52	1,358.05
2047	339.67	81.73	9.34	38.51	416.23	346.59	-	28.29	98.45	1,358.83
2048	356.65	66.87	7.64	39.28	441.21	321.10	-	26.21	100.42	1,359.39
2049	373.63	51.27	5.86	40.07	468.26	294.08	-	24.01	102.43	1,359.60
2050	390.62	34.92	3.99	40.87	497.40	265.40	-	21.66	104.48	1,359.34
2051	407.60	17.83	2.04	41.69	528.62	234.93	-	19.18	106.57	1,358.45
2052	-	-	-	-	1,034.34	202.55	-	16.53	108.70	1,362.13
2053	-	-	-	-	1,100.94	139.20	-	11.36	110.87	1,362.37
2054	-	-	-	-	1,171.70	71.77	-	5.86	113.09	1,362.41
Total	\$ 6,602.26	\$ 4,672.00	\$ 545.40	\$ 880.46	\$ 10,551.51	\$ 13,930.84	\$ (861.71)	\$ 1,066.87	\$ 2,519.84	\$ 39,907.47

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at a rate of 6.125% for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

EXHIBIT T-8 – LOT TYPE 8 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 8 PRINCIPAL ASSESSMENT: \$18,869.15

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 8

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #4 Bonds					Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Capitalized Interest	Additional Interest [c]	Annual Collection Costs	
2025	\$ 149.45	\$ 302.44	\$ 36.31	\$ 27.40	\$ -	\$ 947.88	\$ (947.88)	\$ -	\$ -	\$ 515.61
2026	158.79	297.77	35.57	27.95	135.07	710.91	-	58.03	71.45	1,495.54
2027	163.46	292.81	34.77	28.51	144.22	702.64	-	57.36	72.88	1,496.66
2028	168.13	286.68	33.95	29.08	153.38	693.80	-	56.64	74.34	1,496.01
2029	172.81	280.38	33.11	29.66	164.83	684.41	-	55.87	75.83	1,496.89
2030	182.15	273.90	32.25	30.25	171.70	674.31	-	55.05	77.34	1,496.94
2031	186.82	267.07	31.34	30.86	183.14	663.79	-	54.19	78.89	1,496.09
2032	196.16	260.06	30.40	31.48	192.30	652.58	-	53.27	80.47	1,496.71
2033	205.50	251.97	29.42	32.11	201.46	640.80	-	52.31	82.08	1,495.64
2034	214.84	243.49	28.40	32.75	212.90	628.46	-	51.30	83.72	1,495.86
2035	224.18	234.63	27.32	33.40	224.35	615.42	-	50.24	85.39	1,494.93
2036	233.52	225.38	26.20	34.07	238.09	601.68	-	49.12	87.10	1,495.16
2037	242.86	215.75	25.03	34.75	254.11	587.09	-	47.93	88.84	1,496.37
2038	252.20	205.73	23.82	35.45	270.14	571.53	-	46.66	90.62	1,496.14
2039	261.54	195.33	22.56	36.16	286.16	554.98	-	45.30	92.43	1,494.47
2040	275.55	184.54	21.25	36.88	302.19	537.46	-	43.87	94.28	1,496.02
2041	284.90	173.17	19.87	37.62	322.79	518.95	-	42.36	96.17	1,495.82
2042	298.91	161.42	18.45	38.37	341.10	499.18	-	40.75	98.09	1,496.26
2043	312.92	148.34	16.95	39.14	361.71	478.29	-	39.04	100.05	1,496.44
2044	326.93	134.65	15.39	39.92	382.31	456.13	-	37.24	102.05	1,494.62
2045	340.94	120.35	13.75	40.72	407.49	432.71	-	35.32	104.09	1,495.39
2046	354.95	105.43	12.05	41.53	432.67	407.76	-	33.29	106.18	1,493.86
2047	373.63	89.91	10.27	42.36	457.86	381.25	-	31.12	108.30	1,494.71
2048	392.31	73.56	8.41	43.21	485.33	353.21	-	28.83	110.46	1,495.33
2049	411.00	56.40	6.45	44.07	515.09	323.48	-	26.41	112.67	1,495.56
2050	429.68	38.41	4.39	44.96	547.14	291.93	-	23.83	114.93	1,495.27
2051	448.36	19.62	2.24	45.86	581.48	258.42	-	21.10	117.23	1,494.29
2052	-	-	-	-	1,137.77	222.81	-	18.19	119.57	1,498.34
2053	-	-	-	-	1,211.03	153.12	-	12.50	121.96	1,498.61
2054	-	-	-	-	1,288.87	78.94	-	6.44	124.40	1,498.65
Total	\$ 7,262.49	\$ 5,139.20	\$ 599.94	\$ 968.51	\$ 11,606.66	\$ 15,323.92	\$ (947.88)	\$ 1,173.55	\$ 2,771.82	\$ 43,898.21

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at a rate of 6.125% for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

EXHIBIT T-9 – LOT TYPE 9 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 9 PRINCIPAL ASSESSMENT: \$20,584.52

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 9

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #4 Bonds					Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Capitalized Interest	Additional Interest [c]	Annual Collection Costs	
2025	\$ 163.04	\$ 329.94	\$ 39.61	\$ 29.89	\$ -	\$ 1,034.05	\$ (1,034.05)	\$ -	\$ -	\$ 562.49
2026	173.23	324.84	38.80	30.49	147.35	775.54	-	63.31	77.95	1,631.50
2027	178.32	319.43	37.93	31.10	157.34	766.51	-	62.57	79.51	1,632.72
2028	183.42	312.74	37.04	31.72	167.33	756.87	-	61.79	81.10	1,632.01
2029	188.51	305.87	36.12	32.36	179.81	746.63	-	60.95	82.72	1,632.97
2030	198.70	298.80	35.18	33.00	187.30	735.61	-	60.05	84.37	1,633.03
2031	203.80	291.34	34.19	33.66	199.79	724.14	-	59.11	86.06	1,632.10
2032	213.99	283.70	33.17	34.34	209.78	711.90	-	58.11	87.78	1,632.78
2033	224.18	274.87	32.10	35.02	219.77	699.05	-	57.07	89.54	1,631.61
2034	234.37	265.63	30.98	35.73	232.26	685.59	-	55.97	91.33	1,631.85
2035	244.56	255.96	29.81	36.44	244.75	671.37	-	54.81	93.16	1,630.84
2036	254.75	245.87	28.58	37.17	259.73	656.38	-	53.58	95.02	1,631.08
2037	264.94	235.36	27.31	37.91	277.21	640.47	-	52.28	96.92	1,632.40
2038	275.13	224.43	25.98	38.67	294.69	623.49	-	50.90	98.86	1,632.15
2039	285.32	213.09	24.61	39.44	312.17	605.44	-	49.42	100.84	1,630.33
2040	300.60	201.32	23.18	40.23	329.66	586.32	-	47.86	102.85	1,632.02
2041	310.79	188.92	21.68	41.04	352.13	566.13	-	46.21	104.91	1,631.81
2042	326.08	176.10	20.13	41.86	372.11	544.56	-	44.45	107.01	1,632.29
2043	341.36	161.83	18.49	42.69	394.59	521.77	-	42.59	109.15	1,632.48
2044	356.65	146.90	16.79	43.55	417.07	497.60	-	40.62	111.33	1,630.49
2045	371.93	131.29	15.00	44.42	444.54	472.05	-	38.53	113.56	1,631.33
2046	387.22	115.02	13.15	45.31	472.01	444.82	-	36.31	115.83	1,629.66
2047	407.60	98.08	11.21	46.21	499.48	415.91	-	33.95	118.14	1,630.59
2048	427.98	80.25	9.17	47.14	529.45	385.32	-	31.45	120.51	1,631.27
2049	448.36	61.52	7.03	48.08	561.91	352.89	-	28.81	122.92	1,631.53
2050	468.74	41.91	4.79	49.04	596.88	318.47	-	26.00	125.38	1,631.20
2051	489.12	21.40	2.45	50.02	634.34	281.92	-	23.01	127.88	1,630.14
2052	-	-	-	-	1,241.21	243.06	-	19.84	130.44	1,634.55
2053	-	-	-	-	1,321.12	167.04	-	13.64	133.05	1,634.85
2054	-	-	-	-	1,406.04	86.12	-	7.03	135.71	1,634.90
Total	\$ 7,922.71	\$ 5,606.40	\$ 654.48	\$ 1,056.55	\$ 12,661.81	\$ 16,717.01	\$ (1,034.05)	\$ 1,280.24	\$ 3,023.81	\$ 47,888.96

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at a rate of 6.125% for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

EXHIBIT T-10 – LOT TYPE 10 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 10 PRINCIPAL ASSESSMENT: \$12,762.47

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 10

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2025	\$ 95.29	\$ 192.84	\$ 23.15	\$ 17.47	\$ 136.01	\$ 430.75	\$ 40.66	\$ 59.79	\$ 995.97
2026	101.25	189.86	22.68	17.82	137.93	424.63	39.98	60.99	995.13
2027	104.23	186.70	22.17	18.18	143.67	418.42	39.29	62.21	994.86
2028	107.20	182.79	21.65	18.54	151.34	411.96	38.57	63.45	995.50
2029	110.18	178.77	21.11	18.91	159.00	405.15	37.81	64.72	995.66
2030	116.14	174.64	20.56	19.29	162.83	397.99	37.02	66.01	994.48
2031	119.11	170.28	19.98	19.68	172.41	390.67	36.21	67.33	995.67
2032	125.07	165.81	19.39	20.07	180.07	381.62	35.34	68.68	996.05
2033	131.03	160.66	18.76	20.47	187.73	372.16	34.44	70.05	995.30
2034	136.98	155.25	18.11	20.88	197.31	362.31	33.50	71.46	995.79
2035	142.94	149.60	17.42	21.30	206.89	351.95	32.52	72.88	995.49
2036	148.89	143.70	16.71	21.72	216.47	341.08	31.48	74.34	994.41
2037	154.85	137.56	15.96	22.16	227.96	329.72	30.40	75.83	994.44
2038	160.80	131.17	15.19	22.60	241.37	317.75	29.26	77.35	995.50
2039	166.76	124.54	14.38	23.05	254.78	305.08	28.05	78.89	995.55
2040	175.69	117.66	13.55	23.51	266.27	291.70	26.78	80.47	995.65
2041	181.65	110.42	12.67	23.98	281.60	277.72	25.45	82.08	995.57
2042	190.58	102.92	11.76	24.46	295.01	262.94	24.04	83.72	995.45
2043	199.52	94.58	10.81	24.95	310.33	247.45	22.57	85.40	995.61
2044	208.45	85.86	9.81	25.45	325.66	231.16	21.01	87.10	994.51
2045	217.38	76.74	8.77	25.96	344.82	213.25	19.39	88.85	995.15
2046	226.32	67.23	7.68	26.48	365.89	194.28	17.66	90.62	996.16
2047	238.23	57.32	6.55	27.01	383.13	174.16	15.83	92.44	994.67
2048	250.14	46.90	5.36	27.55	404.20	153.09	13.92	94.28	995.44
2049	262.05	35.96	4.11	28.10	425.27	130.86	11.90	96.17	994.42
2050	273.96	24.49	2.80	28.66	450.18	107.47	9.77	98.09	995.43
2051	285.87	12.51	1.43	29.24	475.08	82.71	7.52	100.06	994.41
2052	-	-	-	-	499.98	56.58	5.14	102.06	663.76
2053	-	-	-	-	528.72	29.08	2.64	104.10	664.54
Total	\$ 4,630.57	\$ 3,276.76	\$ 382.52	\$ 617.52	\$ 8,131.90	\$ 8,093.70	\$ 748.17	\$ 2,319.43	\$ 28,200.57

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

EXHIBIT U – IMPROVEMENT AREA #3 ENGINEERING REPORT

ENGINEERING REPORT

**Manor Heights
Public Improvement District**

Manor, Texas

January 30, 2023

**Prepared for:
City of Manor**



01/30/2023

Alejandro E. Granados Rico

**Prepared by:
Kimley»»Horn**

501 South Austin Avenue
Suite 1310
Georgetown, TX 78628

Job No. 069255700
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TBPE Firm #928

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. DEVELOPMENT COSTS**
- III. DEVELOPMENT IMPROVEMENTS**
- IV. DEVELOPMENT SCHEDULE**
 - a. DESIGN STAGE**
 - b. CONSTRUCTION STAGE**

APPENDICES

Exhibit A – Manor Heights Location Map

Exhibit B – Manor Heights PID Improvement Area #3 Map

Exhibit C - Engineers' OPC

I. INTRODUCTION

Manor Heights will be developed on approximately ±477.8 acres of undeveloped land in the City of Manor. The subject property is located along Old Kimbro Road and North of Highway 290, in Manor, Travis County, Texas. The project will encompass the construction of 1,256 single-family lots, . A site location map is included in the appendix as *Exhibit A*. A map of the overall Improvements Area #3 boundary is included in the appendix as *Exhibit B-1*.

This report includes supporting documentation for the issuance of bonds by the City for improvements installed in Improvement Area #3. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

II. DEVELOPMENT COSTS

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all public infrastructure within Improvement Area #3. The Engineers' OPC has been provided as *Exhibit C*.

III. DEVELOPMENT IMPROVEMENTS

Overall development improvements have been defined as Improvement Area #3 as shown in *Exhibit B-2*. No assessments have been levied nor bonds issued for the improvements shown. Improvements for Improvement Area #3 include water, wastewater, drainage, and roadway, as shown on *Exhibit B-2*.

Water improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide water service to each lot.

Wastewater improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide wastewater service to each lot.

Drainage improvements include trench excavation and embedment, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation and all other necessary appurtenances required to ensure proper drainage.

Roadway improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicap ramps. All related earthwork, excavation, retaining walls, intersections, signage and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each lot.

Included soft costs of the above hard costs are estimated to be 15%, inclusive of a 4% construction management fee.

IV. DEVELOPMENT SCHEDULE

a. Design Stage



The preliminary plan for Improvement Area #3 is approved by the City of Manor. The construction drawings for Carillon Townhomes, Phase 3-1 and Phase 3-2 of Improvement Area #3 are approved by the City of Manor. Phase 3-1 included the offsite wastewater connection to the Cottonwood Phase 2 Wastewater Line Project completed by the City of Manor. The overall boundary of Improvement Area #3 is shown in *Exhibit B-1*.

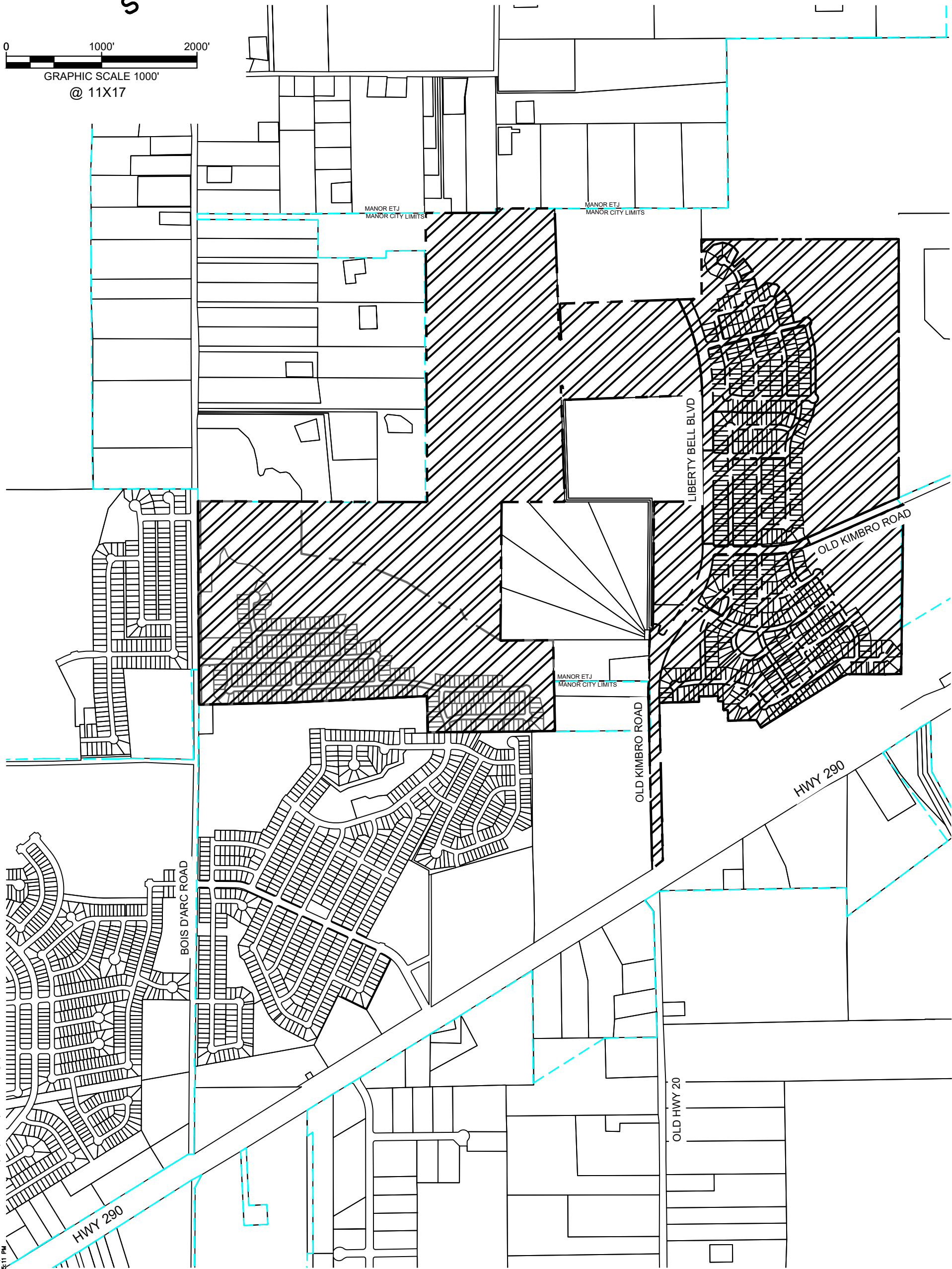
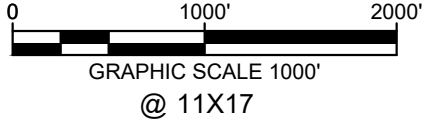
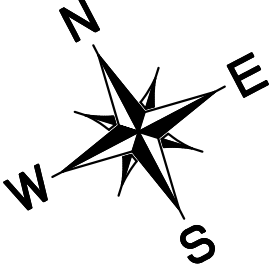
b. Construction Stage

The onsite construction improvements for Improvement Area #3 started in the third quarter of 2021 and anticipates final acceptance in the first quarter of 2023.

Exhibit A
Manor Heights Location Map

LEGEND

	PROPERTY BOUNDARY
	MANOR CITY LIMITS/ETJ



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EXHIBIT A - MANOR HEIGHTS LOCATION MAP

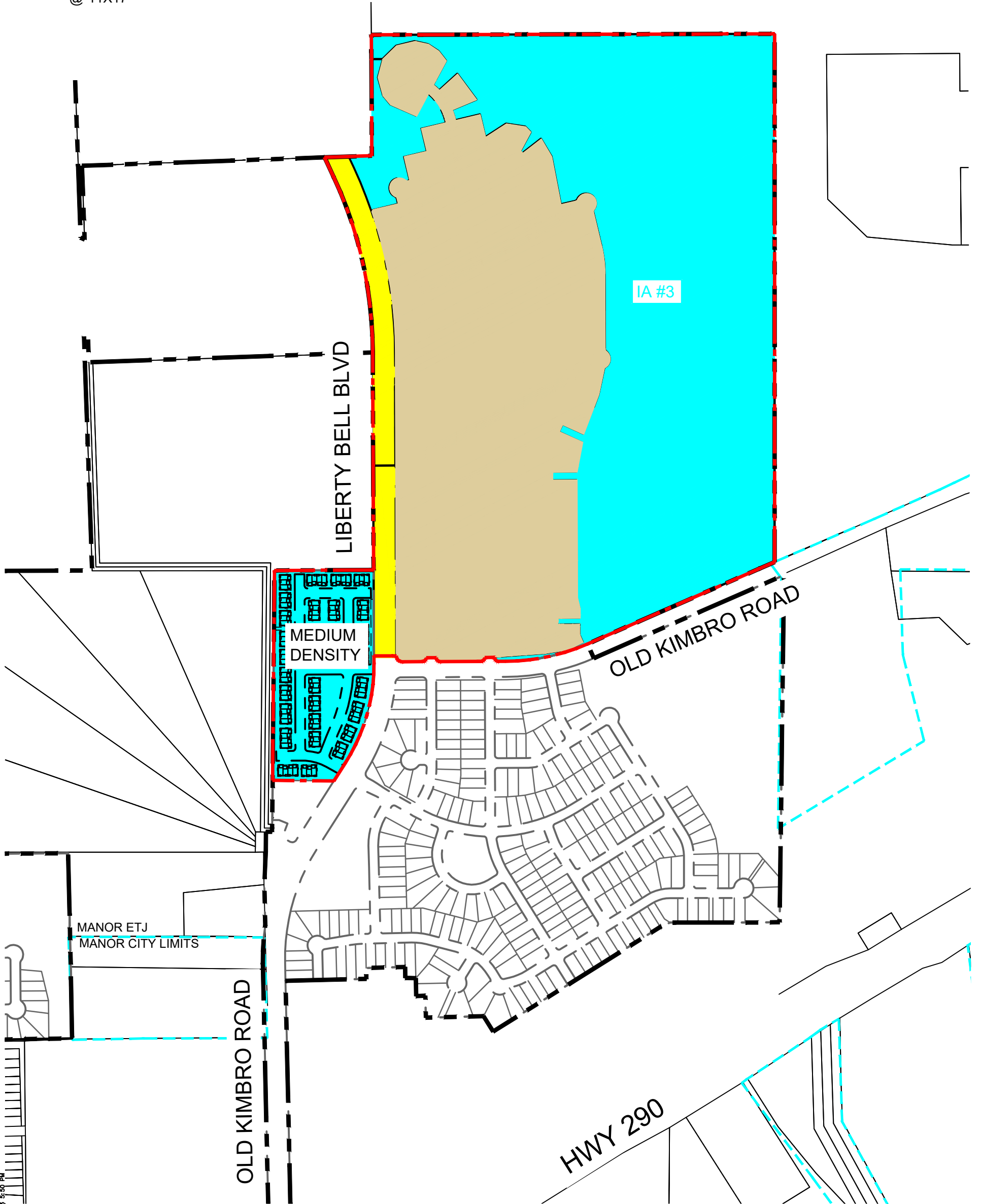
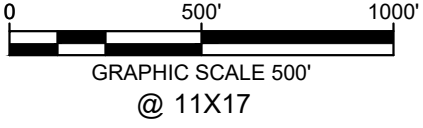
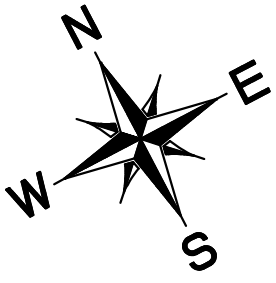
MANOR, TEXAS
JANUARY 2023

Exhibit B-1

Manor Heights PID Improvement Area #3 Boundary Map

LEGEND

	PROPERTY BOUNDARY		IMPROVEMENT AREA #3
	IMPROVEMENT AREA #3 BOUNDARY		MAD4 ROADWAY
			ROADWAY



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EXHIBIT B-1 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 BOUNDARY MAP

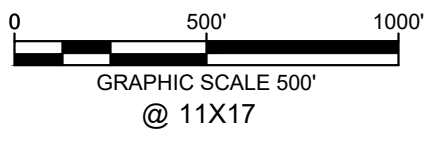
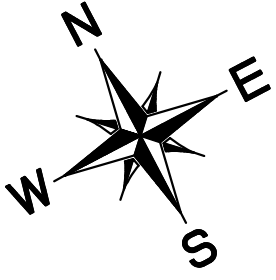
MANOR, TEXAS
JANUARY 2023



501 South Austin Avenue, Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

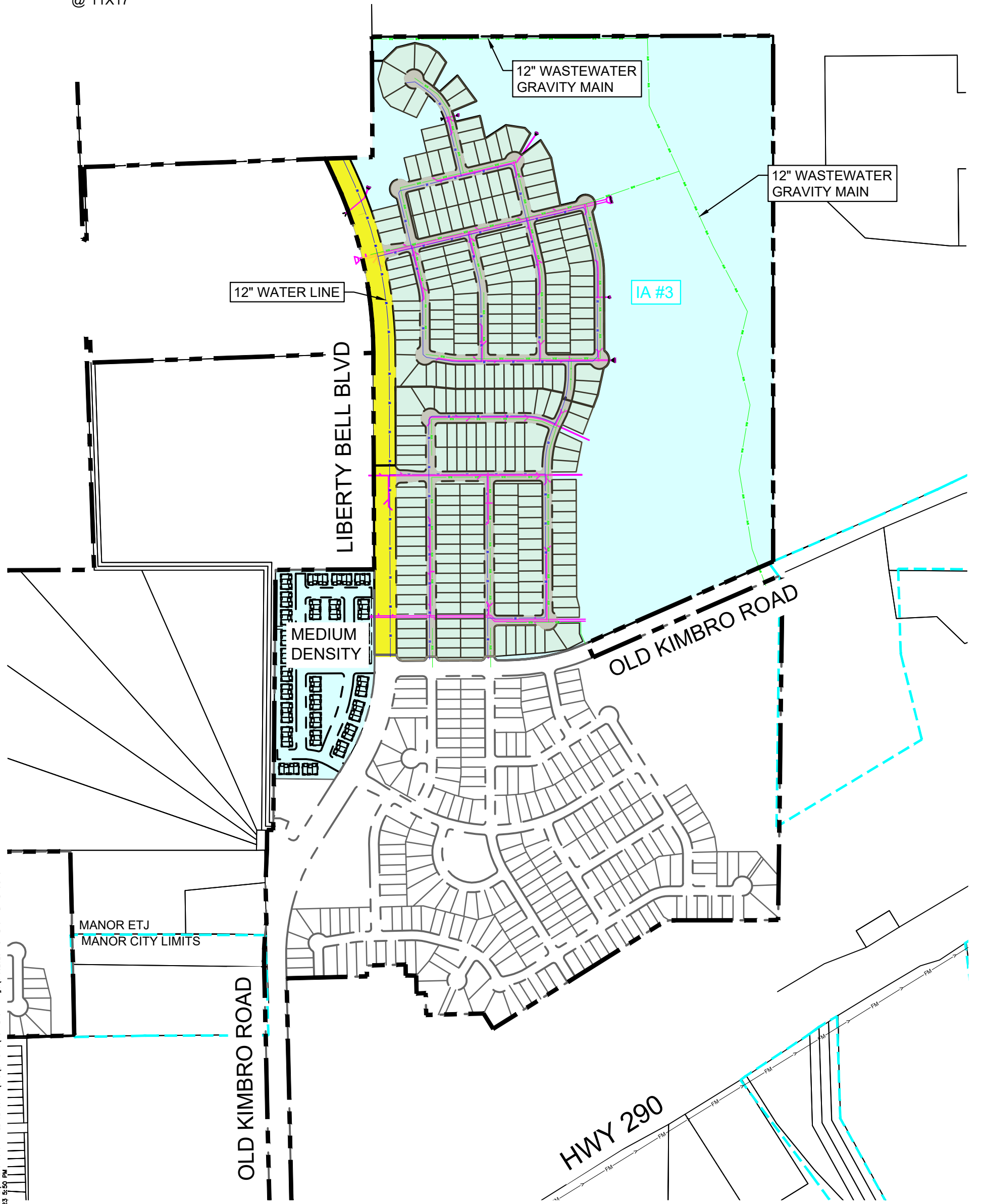
Exhibit B-2

Manor Heights PID Improvement Area #3 Improvements Map



LEGEND

	PROPERTY BOUNDARY		WASTEWATER LINE (8" UNLESS NOTED)
	IMPROVEMENT AREA #3		WATER LINE (8" UNLESS NOTED)
	MAD4 ROADWAY		STORM SEWER
	ROADWAY		



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EXHIBIT B-2 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 IMPROVEMENTS MAP

MANOR, TEXAS
 JANUARY 2023

Exhibit C
Engineers' OPC

OPINION OF PROBABLE CONSTRUCTION COST - MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
KIMLEY-HORN AND ASSOCIATES
 25-Jan-23

	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	WATER	SUBTOTAL	SOFT COSTS (15%, W/ 4% CONSTRUCTION MANAGEMENT)	TOTAL
INTERNAL IMPROVEMENTS (PID ELIGIBLE)	147.19	391	\$3,012,678	\$3,229,931	\$1,777,998	\$1,199,062	\$9,219,668	\$1,382,950	\$10,602,619
TOTAL PID ELIGIBLE IMPROVEMENTS (IA #3)	147.19	391	\$3,012,678	\$3,229,931	\$1,777,998	\$1,199,062	\$9,219,668	\$1,382,950	\$10,602,619

1. Review all notes and assumptions. Costs were determined by actual construction costs provided by Kimley-Horn and Associates.

2. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.

3. Soft Cost Included in this OPC:

 Estimated to be 15% of hard costs, including a 4% construction management fee.

4. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.

**OPINION OF PROBABLE CONSTRUCTION COSTS
IMPROVEMENT AREA #3**

Date Prepared: 01/25/2023
Date Exhibit: 01/25/2023
Project: Manor Heights PID Improvement Area #3
KHA Job Number: N/A
Prepared By: Sarah Starkey
Reviewed By: Alex Granados

Total Acreage: 159.04
Lots: 391
LF Internal Residential: 12,030
LF PID Eligible Collector Roadway: 2,599

INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

A. WATER

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
1	8" GATE VALVE, COMPLETE IN PLACE	31	EA	\$ 1,850.00	\$ 57,350.00
2	8" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE	11,860	LF	\$ 34.00	\$ 427,376.80
3	SINGLE SERVICE CONNECTION W/ METER BOX, , COMPLETE IN PLACE	41	EA	\$ 1,650.00	\$ 67,650.00
4	DOUBLE SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE	122	EA	\$ 2,150.00	\$ 262,300.00
5	2" IRRIGATION SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE	6	EA	\$ 4,350.00	\$ 26,100.00
6	1" IRRIGATION SERVICE CONNECTION	2	EA	\$ 4,800.00	
7	FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE, COMPLETE IN PLACE	31	EA	\$ 4,800.00	\$ 148,800.00
8	8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE	2	EA	\$ 3,650.00	\$ 7,300.00
9	REMOVE EXISTING 8" PLUG AND CONNECT, COMPLETE IN PLACE	3	EA	\$ 1,450.00	\$ 4,350.00
10	12" GATE VALVE, COMPLETE IN PLACE	6	EA	\$ 2,800.00	\$ 16,800.00
11	12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE	2,665	LF	\$ 54.00	\$ 156,510.00
12	12" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE	2	EA	\$ 3,800.00	\$ 7,600.00
13	REMOVE EXISTING 12" PLUG AND CONNECT, COMPLETE IN PLACE	2	EA	\$ 1,200.00	\$ 2,400.00
14	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE	14,525	EA	\$ 1.00	\$ 14,525.00
				Subtotal	\$ 1,199,061.80

B. WASTEWATER

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
14	8" SDR26 (ALL DEPTHS), COMPLETE IN PLACE	11,865	LF	\$ 32.00	\$ 395,203.20
15	SINGLE WASTEWATER SERVICE, COMPLETE IN PLACE	41	EA	\$ 1,700.00	\$ 77,558.80
16	DOUBLE WASTEWATER SERVICE, COMPLETE IN PLACE	122	EA	\$ 3,000.00	\$ 366,000.00
17	4' WASTEWATER DROP MANHOLE WITH GASKETED AND WATERTIGHT LID	2	EA	\$ 4,900.00	\$ 9,800.00
18	STANDARD 4' WASTEWATER MANHOLE, COMPLETE IN PLACE	43	EA	\$ 3,925.00	\$ 168,775.00
19	4' WASTEWATER MANHOLE WITH BOLTED TOP	5	EA	\$ 3,925.00	\$ 19,625.00
20	EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE	95	EA	\$ 300.00	\$ 28,500.00
21	CONNECT TO EXISTING 8" WASTEWATER LINE STUBS	4	EA	\$ 750.00	\$ 3,000.00
22	SILT FENCE	5,410	LF	\$ 2.00	\$ 10,820.00
23	REVEGETATION	1	LS	\$ 33,700.00	\$ 33,700.00
24	SWPP	1	LS	\$ 4,200.00	\$ 4,200.00
25	ROCK BERM WASTEWATER IMPROVEMENTS	2	EA	\$ 3,700.00	\$ 7,400.00
26	CONNECTION TO EXISTING WASTEWATER LINE	1	EA	\$ 4,000.00	\$ 4,000.00
27	8" SDR 26 WW LINE (0'-10') DEPTH	2,417	LF	\$ 56.00	\$ 135,352.00
28	8" SDR 26 WW LINE (10'-12') DEPTH	124	LF	\$ 62.00	\$ 7,688.00
29	12" SDR 26 WW LINE (0'-10') DEPTH	1,500	LF	\$ 76.00	\$ 114,000.00
30	12" SDR 26 WW LINE (10'-12') DEPTH	1,770	LF	\$ 79.00	\$ 139,830.00
31	4' WW MANHOLE (0'-10') STANDARD DEPTH W/ COATING	16	EA	\$ 6,000.00	\$ 96,000.00
32	EXTRA VERTICAL FEET MANHOLE (ABOVE 10') W/ COATING	10	VF	\$ 603.00	\$ 6,030.00
33	MANHOLE VENT PIPE (4" DIP)	50	LF	\$ 950.00	\$ 47,500.00
34	BORED 24" STEEL ENCASMENT PIPE INCLUDING 12" SDR 26	150	LF	\$ 423.00	\$ 63,450.00
35	BORING PIT (30'x10')	1	EA	\$ 6,630.00	\$ 6,630.00
36	RECEIVING PIT (10'x10')	1	EA	\$ 2,210.00	\$ 2,210.00
37	CONCRETE TRENCH CAP	2	EA	\$ 6,525.00	\$ 13,050.00
38	TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE	17,676	EA	\$ 1.00	\$ 17,676.00
				Subtotal	\$ 1,777,998.00

C. STORM WATER & DRAINAGE

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
22	18" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	2,387	LF	\$ 42.00	\$ 100,254.00
23	24" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,870	LF	\$ 53.00	\$ 99,110.00
24	30" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,230	LF	\$ 68.00	\$ 83,640.00
25	36" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,302	LF	\$ 96.00	\$ 124,992.00
26	42" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	590	LF	\$ 124.00	\$ 73,160.00
27	48" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	588	LF	\$ 155.00	\$ 91,140.00
28	4' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	490	LF	\$ 227.00	\$ 111,230.00
29	9' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	550	LF	\$ 557.00	\$ 306,350.00
30	8' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	316	LF	\$ 477.00	\$ 150,732.00
31	5' x 3' RCB, (ALL DEPTHS), COMPLETE IN PLACE	225	LF	\$ 248.00	\$ 55,800.00
32	10' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	360	LF	\$ 656.00	\$ 236,160.00
33	11' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	805	LF	\$ 806.00	\$ 648,830.00
34	12' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	420	LF	\$ 955.00	\$ 401,100.00
35	STANDARD 4' MANHOLE, COMPLETE IN PLACE	1	EA	\$ 3,000.00	\$ 3,000.00
36	STANDARD 5' MANHOLE, COMPLETE IN PLACE	7	EA	\$ 3,700.00	\$ 25,900.00
37	STANDARD 6' MANHOLE, COMPLETE IN PLACE	7	EA	\$ 4,700.00	\$ 32,900.00
38	STANDARD 7' MANHOLE, COMPLETE IN PLACE	1	EA	\$ 8,100.00	\$ 8,100.00
39	5' JUNCTION BOX WITH GRATE TOP	1	EA	\$ 8,200.00	\$ 8,200.00
40	4' x 5' JUNCTION BOX, COMPLETE IN PLACE	2	EA	\$ 4,700.00	\$ 9,400.00
41	4' x 6' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 4,400.00	\$ 4,400.00
42	6' x 12' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00
43	8' x 10' JUNCTION BOX, COMPLETE IN PLACE	2	EA	\$ 15,000.00	\$ 30,000.00
44	12' x 12' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 27,000.00	\$ 27,000.00
45	3' x 13' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 17,500.00	\$ 17,500.00
46	4' x 13' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 15,700.00	\$ 15,700.00
47	6' x 12' JUNCTION BOX, COMPLETE IN PLACE	3	EA	\$ 13,000.00	\$ 39,000.00
48	10'X4' JUNCTION BOX WITH GRATE TOP	1	EA	\$ 21,000.00	\$ 21,000.00
49	10' TYPE 1 CURB INLET, COMPLETE IN PLACE	79	EA	\$ 4,300.00	\$ 339,700.00
50	STANDARD 24" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	3	EA	\$ 4,900.00	\$ 14,700.00
51	STANDARD 36" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 7,600.00	\$ 15,200.00
52	STANDARD 42" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 8,800.00	\$ 17,600.00
53	STANDARD 48" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 11,000.00	\$ 11,000.00
54	STANDARD TXDOT 12' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 27,000.00	\$ 27,000.00
55	STANDARD TXDOT 4' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 19,000.00	\$ 19,000.00
56	STANDARD TXDOT 10' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 18,500.00	\$ 37,000.00
57	TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE	11,133	EA	\$ 1.00	\$ 11,133.00
				Subtotal	\$ 3,229,931.00

D. PAVEMENT ITEMS

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
57	SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD- COMPLETE IN PLACE	60,310	SY	\$ 2.25	\$ 135,697.50
58	CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE	50,520	SY	\$ 13.25	\$ 669,390.00
59	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE	37,275	SY	\$ 11.50	\$ 428,662.50
60	31.0" FLEXIBLE BASE - PER SQUARE YARD, COMPLETE IN PLACE (MAD4)	9,790	SY	\$ 35.00	\$ 342,650.00
61	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE C, COMPLETE IN PLACE (MAD4)	6,960	SY	\$ 13.75	\$ 95,700.00
62	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE D, COMPLETE IN PLACE (MAD4)	6,960	SY	\$ 13.75	\$ 95,700.00
63	TENSAR TX5 GEOGRID, COMPLETE IN PLACE	60,310	SY	\$ 3.85	\$ 232,193.50
64	8' GRANITE GRAVEL TRAIL, COMPLETE IN PLACE	3,550	LF	\$ 28.00	\$ 99,400.00
65	8' CONCRETE SIDEWALK, COMPLETE IN PLACE	787	SY	\$ 66.00	\$ 51,942.00
66	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE	28,010	LF	\$ 14.00	\$ 392,140.00
67	DEVELOPER CONCRETE SIDEWALK, COMPLETE IN PLACE	1,840	SY	\$ 75.00	\$ 138,000.00
68	CONCRETE VALLEY GUTTER, COMPLETE IN PLACE	15	EA	\$ 3,700.00	\$ 55,500.00
69	SIDEWALK CURB RAMP, COMPLETE IN PLACE	42	EA	\$ 1,150.00	\$ 48,300.00
70	REVEGETATION OF ROW AND EASEMENTS, COMPLETE IN PLACE	8,135	SY	\$ 1.50	\$ 12,202.50
71	EXCAVATION AROUND EXISTING UTILITIES	25,158	CY	\$ 7.75	\$ 194,974.50
72	SIGNING AND STRIPING, COMPLETE IN PLACE	1	LS	\$ 13,800.00	\$ 13,800.00
73	STREET END BARRICADE	1	EA	\$ 1,350.00	\$ 1,350.00
74	TEMPORARY EMERGENCY ACCESS	145	SY	\$ 35.00	\$ 5,075.00
				Subtotal	\$ 3,012,677.50

SUMMARY OF ESTIMATED PROJECT COSTS

	DESCRIPTION	TOTAL COST
A.	WATER	\$ 1,199,061.80
B.	WASTEWATER	\$ 1,777,998.00
C.	STORM WATER & DRAINAGE	\$ 3,229,931.00
D.	PAVEMENT ITEMS	\$ 3,012,677.50
	Total Estimated Project Costs	\$ 9,219,668.30

Cost per lot 23,579.71

EXHIBIT V - IMPROVEMENT AREA #4 ENGINEERING REPORT

ENGINEERING REPORT

Manor Heights Public Improvement District

Manor, Texas

November 21, 2023

Prepared for:
City of Manor



Sarah Starkey

11/21/2023

Prepared by:
Kimley»»Horn

501 South Austin Avenue
Suite 1310
Georgetown, TX 78628

Job No. 069255700
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TBPE Firm #928

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 - b. CONSTRUCTION STAGE**

APPENDICES

- Exhibit A – Manor Heights Location Map**
- Exhibit B – Manor Heights PID Improvement Area #4 Map**
- Exhibit C - Engineers' OPC**

I. INTRODUCTION

Manor Heights will be developed on approximately ±477.8 acres of undeveloped land in the City of Manor. The subject property is located along Old Kimbro Road and North of Highway 290, in Manor, Travis County, Texas. The project will encompass the construction of 1,256 single-family lots, Improvement Area #4 encompasses 456 single-family lots of the total subject property. A site location map is included in the appendix as *Exhibit A*. A map of the overall Improvements Area #4 boundary is included in the appendix as *Exhibit B-1*.

This report includes supporting documentation for the issuance of bonds by the City for improvements installed in Improvement Area #4. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

II. DEVELOPMENT COSTS

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all public infrastructure within Improvement Area #4. The Engineers' OPC has been provided as *Exhibit C*.

III. DEVELOPMENT IMPROVEMENTS

Overall development improvements have been defined as Improvement Area #4 as shown in *Exhibit B-2*. No assessments have been levied nor bonds issued for the improvements shown. Improvements for Improvement Area #4 include water, wastewater, drainage, and roadway, as shown on *Exhibit B-2*.

Water improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide water service to each lot.

Wastewater improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide wastewater service to each lot.

Drainage improvements include trench excavation and embedment, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation and all other necessary appurtenances required to ensure proper drainage.

Roadway improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicap ramps. All related earthwork, excavation, retaining walls, intersections, signage and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each lot.

Included soft costs of the above hard costs are estimated to be 15%, inclusive of a 4% construction management fee.

IV. DEVELOPMENT SCHEDULE

a. Design Stage



The preliminary plan for Improvement Area #4 is approved by the City of Manor. The construction drawings for Phases 4 and 5 of Improvement Area #4 are approved by the City of Manor. The overall boundary of Improvement Area #4 is shown in *Exhibit B-1*.

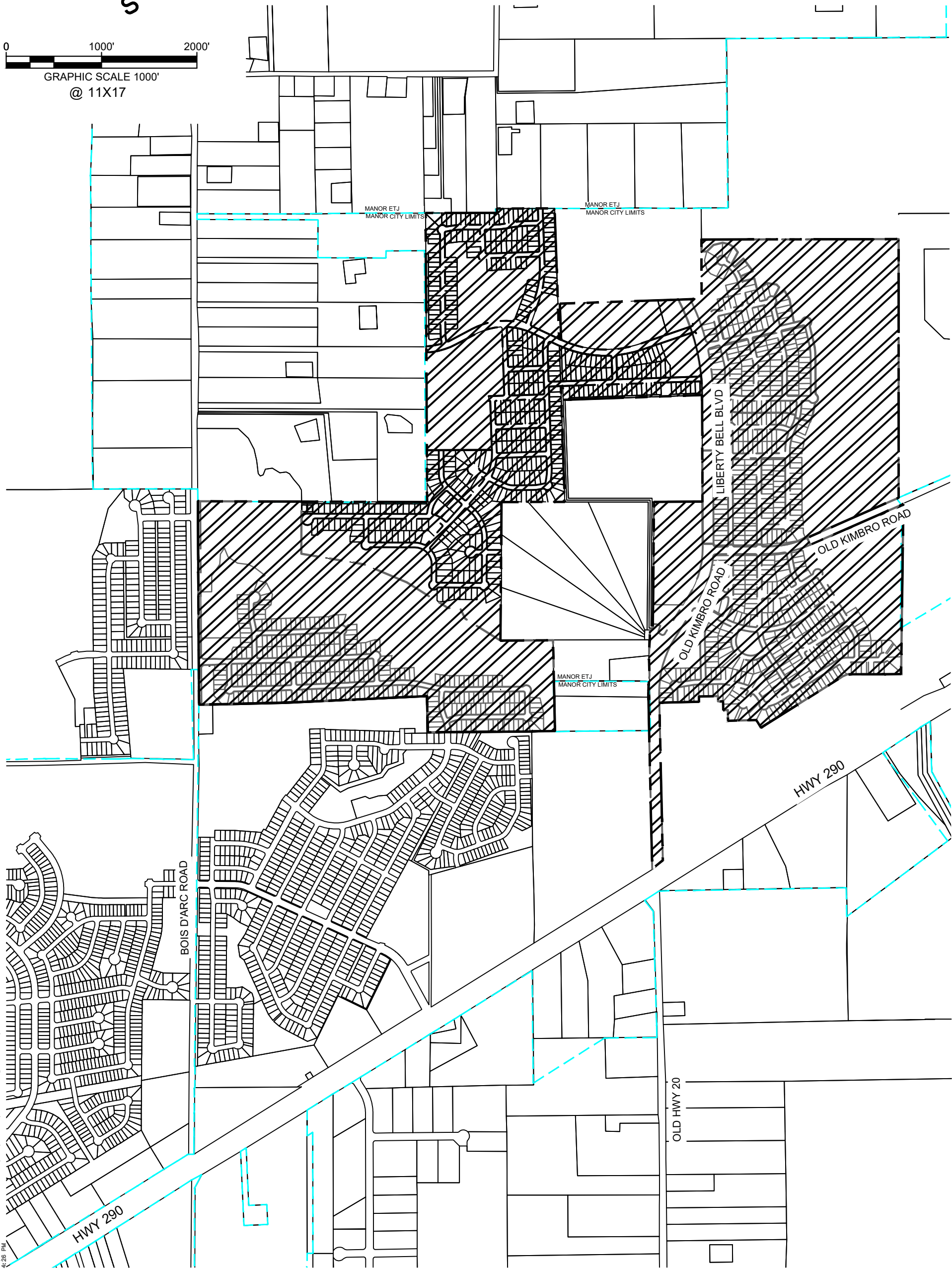
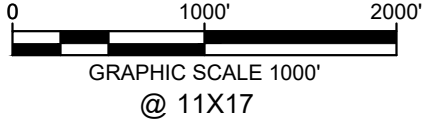
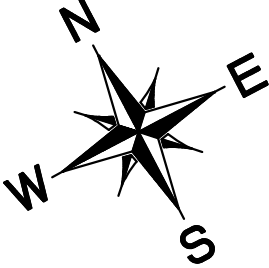
b. Construction Stage

The onsite construction improvements for Improvement Area #4 started in the second quarter of 2022 and anticipates final acceptance in the last quarter of 2024.

Exhibit A
Manor Heights Location Map

LEGEND

	PROPERTY BOUNDARY
	MANOR CITY LIMITS/ETJ



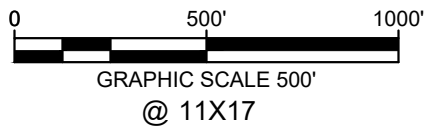
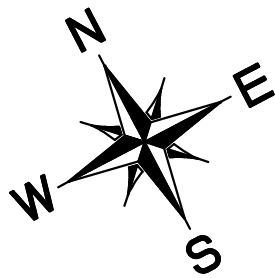
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EXHIBIT A - MANOR HEIGHTS LOCATION MAP

MANOR, TEXAS
OCTOBER 2023

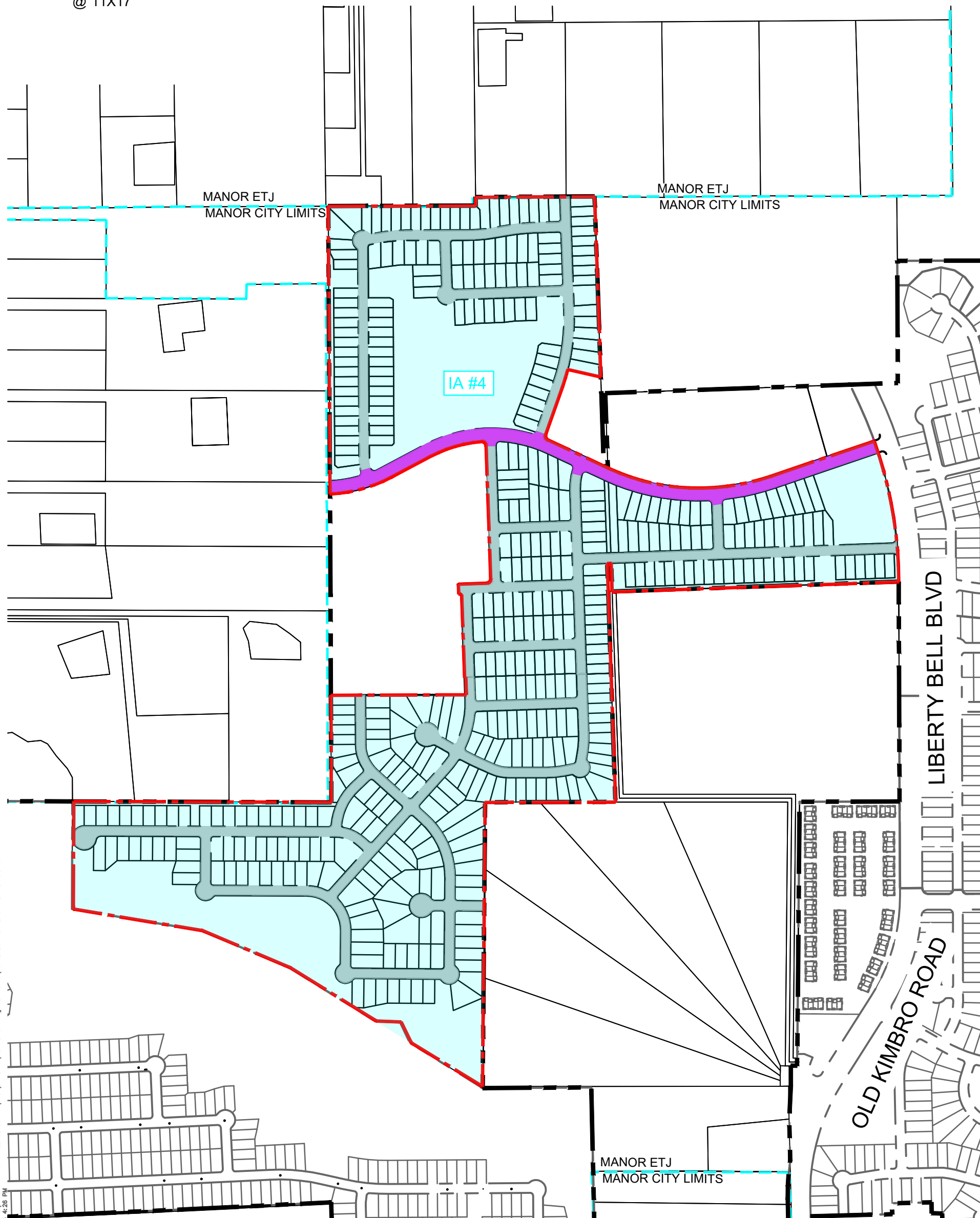
Exhibit B-1

Manor Heights PID Improvement Area #4 Boundary Map



LEGEND

	PROPERTY BOUNDARY		IMPROVEMENT AREA #4
	IMPROVEMENT AREA #4 BOUNDARY		COLLECTOR ROADWAY
			ROADWAY



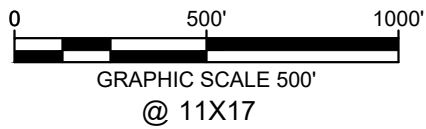
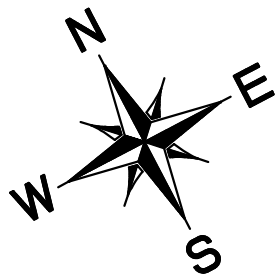
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EXHIBIT B-1 - MANOR HEIGHTS PID IMPROVEMENT AREA #4 BOUNDARY MAP

MANOR, TEXAS
OCTOBER 2023

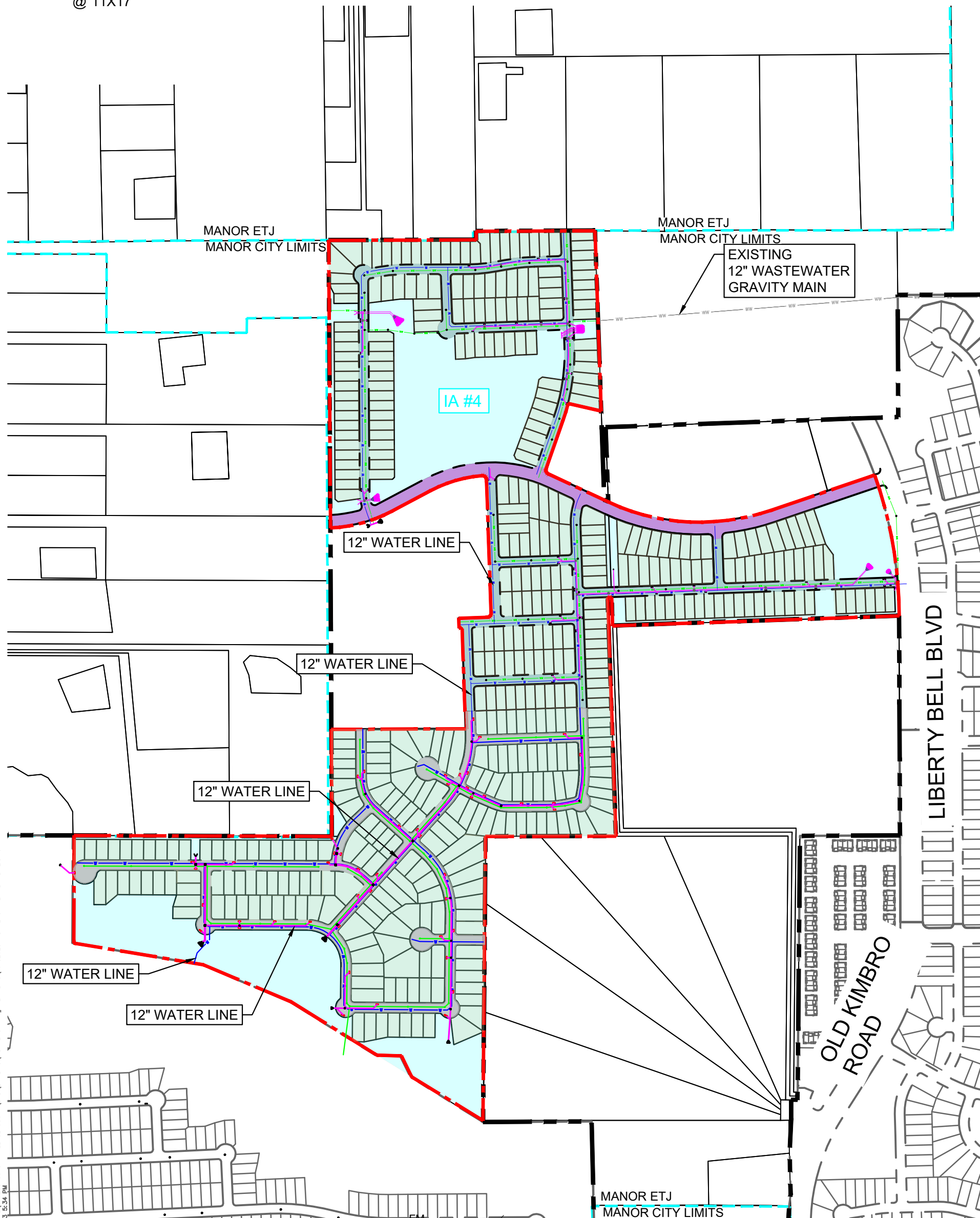
Exhibit B-2

Manor Heights PID Improvement Area #4 Improvements Map



LEGEND

	PROPERTY BOUNDARY		WASTEWATER LINE (8" UNLESS NOTED)
	IMPROVEMENT AREA #4		WATER LINE (8" UNLESS NOTED)
	COLLECTOR ROADWAY		STORM SEWER
	ROADWAY		



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EXHIBIT B-2 - MANOR HEIGHTS PID IMPROVEMENT AREA #4 IMPROVEMENTS MAP

MANOR, TEXAS
NOVEMBER 2023



Exhibit C
Engineers' OPC

OPINION OF PROBABLE CONSTRUCTION COST - MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT KIMLEY-HORN AND ASSOCIATES 21-Nov-23									
	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	WATER	SUBTOTAL	SOFT COSTS (15%, W/ 4% CONSTRUCTION MANAGEMENT)	TOTAL
INTERNAL IMPROVEMENTS (PID ELIGIBLE)	138.16	456	\$4,834,330	\$2,736,230	\$2,348,206	\$2,173,306	\$12,092,072	\$1,813,811	\$13,905,883
TOTAL PID ELIGIBLE IMPROVEMENTS (IA #4)	138.16	456	\$4,834,330	\$2,736,230	\$2,348,206	\$2,173,306	\$12,092,072	\$1,813,811	\$13,905,883

1. Review all notes and assumptions. Costs were determined by actual construction costs provided by Kimley-Horn and Associates.
2. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.
3. Soft Cost Included in this OPC:
 Estimated to be 15% of hard costs, including a 4% construction management fee.
4. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.

**OPINION OF PROBABLE CONSTRUCTION COSTS
IMPROVEMENT AREA #4**

Date Prepared: 11/21/2023
Date Exhibit: 11/21/2023
Project: Manor Heights PID Improvement Area #4
KHA Job Number: N/A
Prepared By: Sarah Starkey
Reviewed By: Alex Granados

Total Acreage: 138.1633
Lots: 456
LF Internal Residential: 20,398

INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

A. WATER

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
1	12" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8	EA	\$ 3,435.00	\$ 27,480.00
2	12" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 4,750.00	\$ 42,750.00
3	12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,448	LF	\$ 75.00	\$ 108,600.00
4	12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,321	LF	\$ 85.00	\$ 197,285.00
5	12" AIR RELEASE VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 3,995.00	\$ 3,995.00
6	8" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	EA	\$ 2,285.00	\$ 63,980.00
7	8" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	21	EA	\$ 2,950.00	\$ 61,950.00
8	8" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	16,015	LF	\$ 45.00	\$ 720,675.00
9	8" AIR RELEASE VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 3,955.00	\$ 11,865.00
10	WATER SERVICE (SINGLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	26	EA	\$ 1,750.00	\$ 45,500.00
11	WATER SERVICE (SINGLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25	EA	\$ 2,025.00	\$ 50,625.00
12	WATER SERVICE (DOUBLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	106	EA	\$ 2,300.00	\$ 243,800.00
13	WATER SERVICE (DOUBLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	85	EA	\$ 2,700.00	\$ 229,500.00
14	FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	27	EA	\$ 5,525.00	\$ 149,175.00
15	FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	22	EA	\$ 6,925.00	\$ 152,350.00
16	8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	4	EA	\$ 2,500.00	\$ 10,000.00
17	8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 4,700.00	\$ 9,400.00
18	REMOVE EXISTING 12" PLUG AND CONNECT TO PROPOSED 12" PVC WATERLINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 2,100.00	\$ 4,200.00
19	REMOVE EXISTING 8" PLUG AND CONNECT TO PROPOSED 8" PVC WATERLINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,725.00	\$ 3,450.00
20	REMOVE EXISTING 8" PLUG AND CONNECT TO PROPOSED 8" PVC WATERLINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 1,800.00	\$ 1,800.00
21	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	17,463	LF	\$ 1.00	\$ 17,463.00
22	HYDROSTATIC TESTING & CHLORINATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	17,463	LF	\$ 1.00	\$ 17,463.00
	Subtotal			\$	2,173,306.00

B. WASTEWATER

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
23	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9,785	LF	\$ 39.25	\$ 384,061.25
24	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,592	LF	\$ 42.00	\$ 318,864.00
25	SINGLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	26	EA	\$ 3,215.00	\$ 83,590.00
26	SINGLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	23	EA	\$ 3,575.00	\$ 82,225.00
27	DOUBLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	106	EA	\$ 4,500.00	\$ 477,000.00
28	DOUBLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	86	EA	\$ 5,100.00	\$ 438,600.00
29	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	40	EA	\$ 4,455.00	\$ 178,200.00
30	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	47	EA	\$ 5,350.00	\$ 251,450.00
31	REMOVE EXISTING 8" PLUG AND CONNECT PROPOSED WASTEWATER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 800.00	\$ 800.00
32	8" WASTEWATER PLUG, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	4	EA	\$ 39.25	\$ 157.00

**OPINION OF PROBABLE CONSTRUCTION COSTS
IMPROVEMENT AREA #4**

Date Prepared: 11/21/2023
Date Exhibit: 11/21/2023
Project: Manor Heights PID Improvement Area #4
KHA Job Number: N/A
Prepared By: Sarah Starkey
Reviewed By: Alex Granados

Total Acreage: 138.1633
Lots: 456
LF Internal Residential: 20,398

INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

33	CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 4,350.00	\$ 8,700.00
34	CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 10,500.00	\$ 10,500.00
35	CONCRETE TRENCH CAP FOR 8" WASTEWATER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	90	EA	\$ 16.00	\$ 1,440.00
36	EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	113.3	VF	\$ 300.00	\$ 33,990.00
37	EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	117.0	VF	\$ 375.00	\$ 43,875.00
38	TESTING	17,377	LF	\$ 1.00	\$ 17,377.00
39	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	17,377	LF	\$ 1.00	\$ 17,377.00
				Subtotal	\$ 2,348,206.25

C. STORM WATER & DRAINAGE

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
40	18" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,829	LF	\$ 51.00	\$ 93,279.00
41	18" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,013	LF	\$ 58.00	\$ 116,754.00
42	24" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,162	LF	\$ 63.00	\$ 73,206.00
43	24" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,036	LF	\$ 73.00	\$ 148,628.00
44	30" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	621	LF	\$ 82.00	\$ 50,922.00
45	30" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	800	LF	\$ 95.00	\$ 76,000.00
46	36" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	168	LF	\$ 113.00	\$ 18,984.00
47	36" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	128	LF	\$ 125.00	\$ 16,000.00
48	36" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	151	LF	\$ 139.00	\$ 20,989.00
49	42" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	695	LF	\$ 161.00	\$ 111,895.00
50	48" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	906	LF	\$ 187.00	\$ 169,422.00
51	48" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	668	LF	\$ 218.00	\$ 145,624.00
52	5' x 3' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	111	LF	\$ 294.00	\$ 32,634.00
53	5' x 3' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	727	LF	\$ 360.00	\$ 261,720.00
54	5' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	357	LF	\$ 406.00	\$ 144,942.00
55	6' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	121	LF	\$ 411.00	\$ 49,731.00
56	7' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	62	LF	\$ 509.00	\$ 31,558.00
57	6' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	162	LF	\$ 425.00	\$ 68,850.00
58	7' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	115	LF	\$ 550.00	\$ 63,250.00
57	3' x 2' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	LF	\$ 275.00	\$ 7,700.00
58	4' x 4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12	EA	\$ 3,675.00	\$ 44,100.00
59	4' x 4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 3,500.00	\$ 38,500.00
60	5' x 5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7	EA	\$ 5,215.00	\$ 36,505.00
61	5' x 5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 4,200.00	\$ 8,400.00
62	6' x 6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6	EA	\$ 8,000.00	\$ 48,000.00
63	6' x 6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 6,300.00	\$ 12,600.00
64	7' x 7' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7	EA	\$ 8,850.00	\$ 61,950.00
65	8' x 4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 10,400.00	\$ 10,400.00
66	8' x 8' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 10,225.00	\$ 10,225.00
67	10' x 6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 9,555.00	\$ 9,555.00
68	3' x 3' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 3,545.00	\$ 3,545.00
69	4' x 4' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 4,300.00	\$ 4,300.00

**OPINION OF PROBABLE CONSTRUCTION COSTS
IMPROVEMENT AREA #4**

Date Prepared: 11/21/2023
 Date Exhibit: 11/21/2023
 Project: Manor Heights PID Improvement Area #4
 KHA Job Number: N/A
 Prepared By: Sarah Starkey
 Reviewed By: Alex Granados

Total Acreage: 138.1633
 Lots: 456
 LF Internal Residential: 20,398

INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

70	4' x 4' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 3,975.00	\$ 7,950.00
71	6' x 6' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 6,500.00	\$ 6,500.00
72	10' TYPE 1 CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	33	EA	\$ 4,800.00	\$ 158,400.00
73	10' TYPE 1 CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	43	EA	\$ 5,200.00	\$ 223,600.00
74	15' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	4	EA	\$ 7,405.00	\$ 29,620.00
75	15' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	4	EA	\$ 8,000.00	\$ 32,000.00
76	20' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 8,455.00	\$ 8,455.00
77	STANDARD 18" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, INCLUDING RIP RAP AND ENERGY DISSIPATORS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 4,950.00	\$ 4,950.00
78	STANDARD 24" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 5,200.00	\$ 5,200.00
79	STANDARD 24" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, INCLUDING RIP RAP AND ENERGY DISSIPATORS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 5,775.00	\$ 11,550.00
80	STANDARD 30" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, INCLUDING RIP RAP AND ENERGY DISSIPATORS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 6,950.00	\$ 6,950.00
81	STANDARD 36" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 7,825.00	\$ 7,825.00
82	36", 2-42", 2-6'x4' PW-S HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 32,250.00	\$ 32,250.00
83	3'x2' TxDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 8,900.00	\$ 8,900.00
84	42", 2-6'x4' PW-S HEADWALL, COMPLETE IN PLACE AS DETAILED AS SPECIFIED	1	EA	\$ 28,000.00	\$ 28,000.00
85	STANDARD 48" HEADWALL, INCLUDING RIP RAP AND ENERGY DISSIPATORS,, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 14,875.00	\$ 14,875.00
86	STANDARD 5' x 3' TxDOT HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 16,800.00	\$ 33,600.00
87	STANDARD 5' x 3' TxDOT HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 21,000.00	\$ 21,000.00
88	STANDARD 5' x 3' TxDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 12,755.00	\$ 12,755.00
89	STANDARD 5' x 4' TxDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 22,500.00	\$ 22,500.00
90	STANDARD 6' x 4' TxDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 18,870.00	\$ 18,870.00
91	STANDARD 7' x 4' TxDOT HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 28,360.00	\$ 28,360.00
92	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25	EA	\$ 275.00	\$ 6,875.00
93	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	22	EA	\$ 375.00	\$ 8,250.00
94	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12,455	LF	\$ 1.00	\$ 12,455.00
				Subtotal	\$ 2,736,230.00

D. ROADWAY PAVEMENT ITEMS

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
95	SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	58,906	SY	\$ 2.25	\$ 132,538.50
96	SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	43,399	SY	\$ 2.50	\$ 108,497.50
97	CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	43,399	SY	\$ 16.00	\$ 694,384.00
98	CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44,107	SY	\$ 12.25	\$ 540,310.75
99	CRUSHED LIMESTONE BASE, 18-INCH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12,099	SY	\$ 20.50	\$ 248,029.50
100	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	32,708	SY	\$ 13.50	\$ 441,558.00
101	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	32,912	SY	\$ 19.00	\$ 625,328.00
102	HOT MIX ASPHALT CONCRETE PAVEMENT, 3.0" TYPE D, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12,099	SY	\$ 22.00	\$ 266,178.00
103	TENSAR TX5 GEOGRID MEETING TxDOT STANDARD DMS 6240 TYPE 2 - PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	58,906	SY	\$ 3.75	\$ 220,897.50
104	TENSAR TX5 GEOGRID MEETING TxDOT STANDARD DMS 6240 TYPE 2 - PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	43,399	SY	\$ 4.00	\$ 173,596.00
105	4' CONCRETE SIDEWALK, INCLUDING 5' x 5' PASSING SPACES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,626	SY	\$ 76.50	\$ 124,389.00

**OPINION OF PROBABLE CONSTRUCTION COSTS
IMPROVEMENT AREA #4**

Date Prepared: 11/21/2023
 Date Exhibit: 11/21/2023
 Project: Manor Heights PID Improvement Area #4
 KHA Job Number: N/A
 Prepared By: Sarah Starkey
 Reviewed By: Alex Granados

Total Acreage: 138.1633
 Lots: 456
 LF Internal Residential: 20,398

INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

Item	Description	Quantity	Unit	Unit Cost	Total Cost
106	4' CONCRETE SIDEWALK, INCLUDING 5' x 5' PASSING SPACES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	833	SY	\$ 80.00	\$ 66,640.00
107	5' CONCRETE SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	834	SY	\$ 87.00	\$ 72,558.00
108	8' CONCRETE SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,491	SY	\$ 69.00	\$ 171,879.00
109	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,365	SY	\$ 15.25	\$ 386,816.25
110	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	17,544	SY	\$ 17.50	\$ 307,020.00
111	CONCRETE VALLEY GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12	EA	\$ 6,050.00	\$ 72,600.00
112	CONCRETE VALLEY GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	10	EA	\$ 4,450.00	\$ 44,500.00
113	SIDEWALK CURB RAMP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	34	LF	\$ 1,315.00	\$ 44,710.00
114	SIDEWALK CURB RAMP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	36	LF	\$ 1,450.00	\$ 52,200.00
115	SIGNING AND STRIPING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 39,700.00	\$ 39,700.00
Subtotal					\$ 4,834,330.00

SUMMARY OF ESTIMATED PROJECT COSTS

Category	Description	Total Cost
A.	WATER	\$ 2,173,306.00
B.	WASTEWATER	\$ 2,348,206.25
C.	STORM WATER & DRAINAGE	\$ 2,736,230.00
D.	ROADWAY PAVEMENT ITEMS	\$ 4,834,330.00
Total Estimated Project Costs		\$ 12,092,072.25
Cost per lot		26,517.70

APPENDIX A – FINAL PLATS WITHIN THE DISTRICT

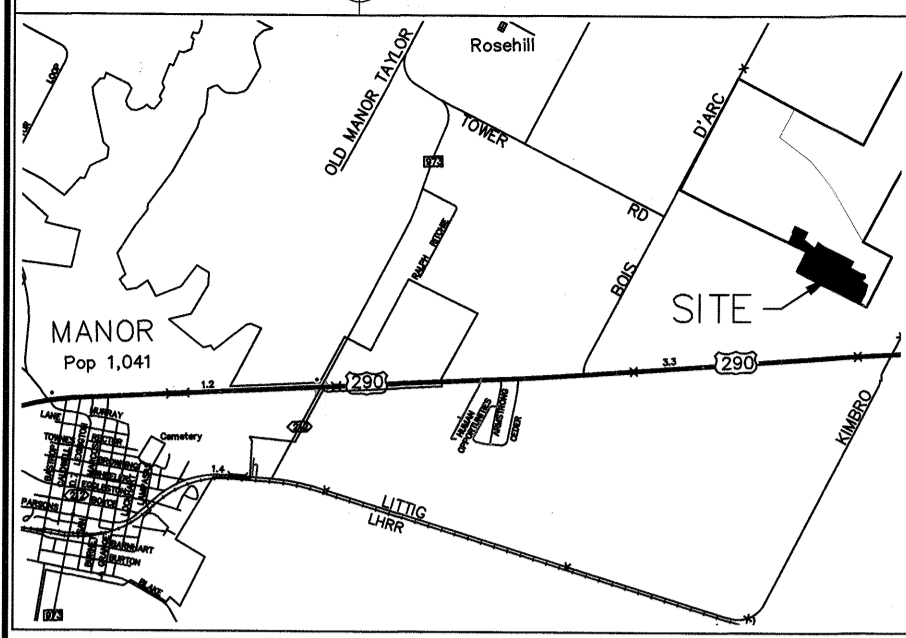
\$102

3.29.21

202100058

Item 17.

VICINITY MAP



LEGEND

- 5/8" IRF: 5/8" IRON ROD FOUND
1/2" IRF: 1/2" IRON ROD FOUND
IRSC: 1/2" IRON ROD FOUND W/ 'KHA' CAP SET
IRFC: 1/2" IRON ROD FOUND W/ CAP
5/8": 5/8" NAIL FOUND
O.P.R.T.C.: OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
T.C.P.R.: TRAVIS COUNTY PLAT RECORDS
P.O.B.: POINT OF BEGINNING
T.B.M.: BENCH MARK
P.U.E.: PUBLIC UTILITY EASEMENT
BL: BUILDING SET BACK LINE
W.L.E.: WATER LINE EASEMENT
W.W.E.: WASTEWATER EASEMENT
S: SIDEWALK
A, B, C, D: BUILDING SETBACK BY LOT TYPE (SEE DETAIL)
P.O.C.: POINT OF CURVE
P.R.C.: POINT OF REVERSE CURVE
P.C.C.: POINT OF COMPOUND CURVE
P.O.T.: POINT OF TANGENT
---: PHASE AND MATCH LINE

SUBDIVISION PLAT ESTABLISHING

MANOR HEIGHTS SOUTH PHASE 1 SECTION 2

BEING 16.848 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SEPTEMBER 2018

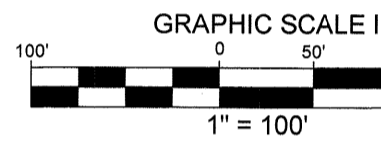
Kimley-Horn

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200 AUSTIN, TEXAS 78759

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 601 NW LOOP 410, SUITE 350 SAN ANTONIO, TEXAS 78216

OWNER/DEVELOPER: FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION 2221 E. LAMAR BLVD., SUITE 790 ARLINGTON, TEXAS 76006

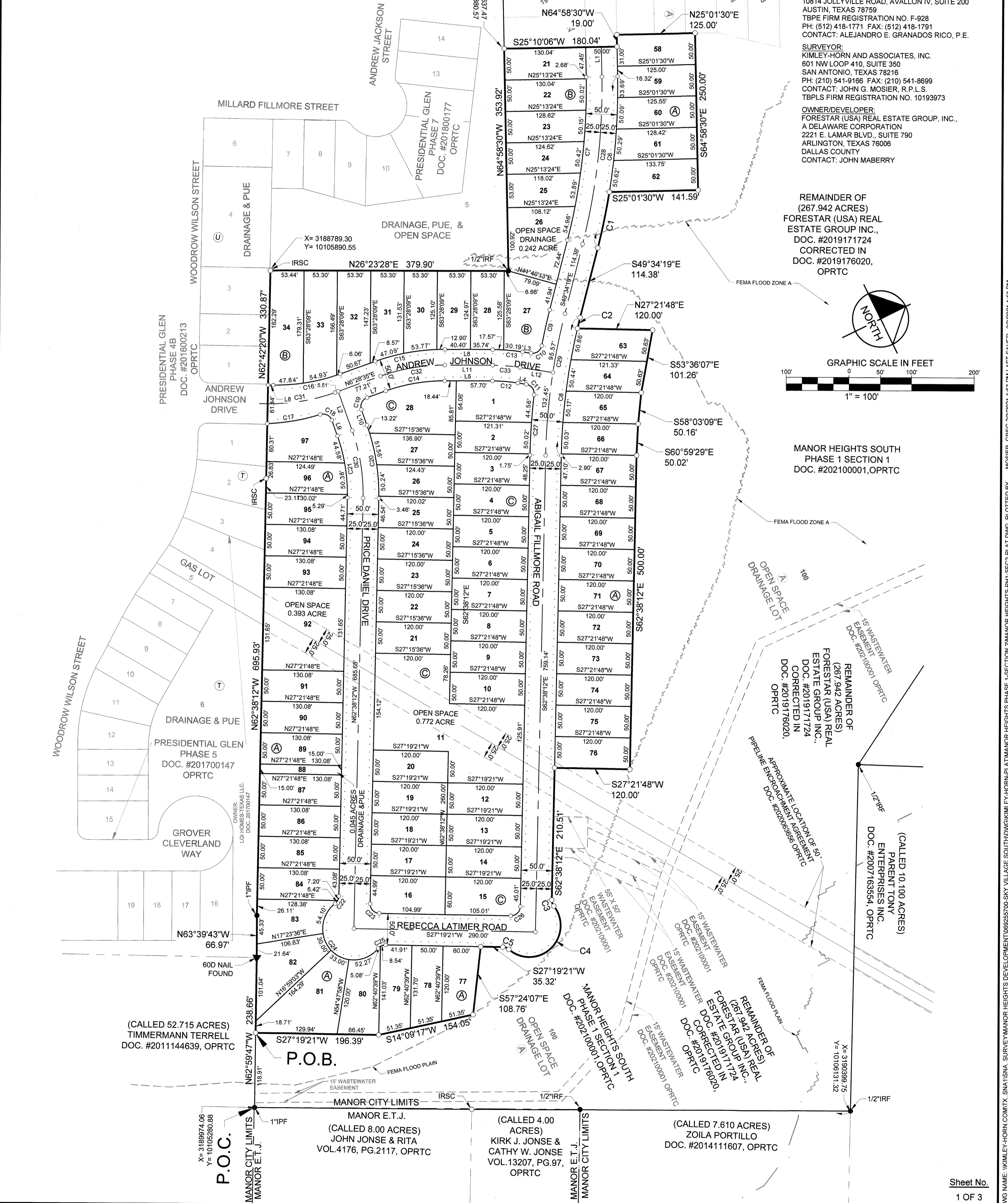
REMAINDER OF (267.942 ACRES) FORESTAR (USA) REAL ESTATE GROUP INC., DOC. #2019171724 CORRECTED IN DOC. #2019176020, OPRTC



MANOR HEIGHTS SOUTH PHASE 1 SECTION 1 DOC. #202100001, OPRTC

REMAINDER OF (267.942 ACRES) FORESTAR (USA) REAL ESTATE GROUP INC., DOC. #2019171724 CORRECTED IN DOC. #2019176020, OPRTC

(CALLED 10.100 ACRES) PARENT TONY ENTERPRISES INC. DOC. #2007163554, OPRTC



DWG NAME: \\KIMLEY-HORN\COMMIT\X_SNA1\SNVA_SURVEYMANOR HEIGHTS DEVELOPMENT\09252700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN\PLAT\MANOR HEIGHTS PHASE 1-SECTION 2\MANOR HEIGHTS PHASE 1-SECTION 2\MANOR HEIGHTS PHASE 1-SECTION 2\PLAT.DWG PLOTTED BY: MOSIER, GREG 2/9/2021 1:53 PM LAST SAVED: 2/9/2021 1:53 PM

SUBDIVISION PLAT ESTABLISHING

MANOR HEIGHTS SOUTH PHASE 1 SECTION 2

BEING 16.848 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SEPTEMBER 2018

Kimley»Horn

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

LINE TABLE		
NO.	BEARING	LENGTH
L1	S64°58'30"E	47.38'
L2	N83°31'25"W	66.37'
L3	N34°57'08"E	13.68'
L4	N34°57'08"E	13.68'
L5	N26°31'51"E	76.13'
L6	S26°31'51"W	76.14'
L7	N06°28'35"E	31.69'
L8	N27°15'36"E	8.19'
L9	N83°31'25"W	26.54'
L10	N83°31'25"W	26.37'
L11	N26°31'51"E	76.14'
L12	N34°57'08"E	52.91'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	5°04'48"	1025.00'	90.88'	N52°06'43"W	90.85'
C2	1°03'13"	975.00'	17.93'	S50°05'55"E	17.93'
C3	39°42'56"	15.00'	10.40'	S82°29'40"E	10.19'
C4	169°33'02"	50.00'	147.96'	N17°39'25"W	99.58'
C5	39°42'56"	15.00'	10.40'	S47°10'49"W	10.19'
C6	15°24'12"	1025.00'	275.56'	N57°16'24"W	274.73'
C7	15°24'12"	975.00'	262.12'	N57°16'24"W	261.33'
C8	13°03'53"	975.00'	222.32'	S56°06'15"E	221.84'
C9	3°16'19"	1025.00'	58.53'	S51°12'28"E	58.52'
C10	87°47'45"	15.00'	22.98'	N08°56'45"W	20.80'
C11	87°47'45"	15.00'	22.98'	S78°51'00"W	20.80'
C12	8°25'18"	275.00'	40.42'	S30°44'30"W	40.38'
C13	8°25'14"	325.00'	47.76'	N30°44'31"E	47.72'
C14	20°03'16"	275.00'	96.25'	S16°30'13"W	95.76'
C15	20°03'16"	325.00'	113.76'	S16°30'13"W	113.18'
C16	20°47'01"	300.00'	108.82'	N16°52'05"E	108.23'
C17	16°20'26"	300.00'	85.56'	S16°29'52"W	85.27'
C18	88°08'56"	15.00'	23.08'	S52°24'07"W	20.87'
C19	90°00'00"	15.00'	23.56'	S38°31'25"E	21.21'
C20	20°53'13"	325.00'	118.48'	N73°04'48"W	117.82'
C21	20°53'13"	275.00'	100.25'	N73°04'48"W	99.70'
C22	52°01'12"	15.00'	13.62'	N36°37'36"W	13.16'
C23	90°02'27"	15.00'	23.57'	N72°20'35"E	21.22'
C24	194°04'52"	50.00'	169.37'	N72°20'35"E	99.25'
C25	52°01'12"	15.00'	13.62'	S01°18'45"W	13.16'
C26	89°57'33"	15.00'	23.55'	N17°39'25"W	21.21'
C27	5°23'04"	1025.00'	96.33'	S59°56'40"E	96.29'
C28	15°24'12"	1000.00'	268.84'	S57°16'24"E	268.03'
C29	13°03'53"	1000.00'	228.02'	S56°06'15"E	227.53'
C30	20°53'13"	300.00'	109.36'	N73°04'48"W	108.76'
C31	20°47'01"	300.00'	108.82'	N16°52'05"E	108.23'
C32	20°03'16"	300.00'	105.00'	S16°30'13"W	104.47'
C33	8°25'17"	300.00'	44.09'	S30°44'29"W	44.05'

LEGAL DESCRIPTION:

Being 16.848 acre (733,881 square feet) tract of land located in the A.C. Caldwell Survey Number 52, Abstract Number 154, City of Manor, Travis County, Texas, being a portion of that certain 267.942 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., as described in Document Number 2019171724, corrected in Document Number 2019176020, Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING, at a 1 inch iron pipe found on the northeasterly line of that certain 52.715 acre tract described in instrument to Timmermann Terrell as described in Document Number 2011144639, Official Public Records of Travis County, for the southerly corner of said 267.942 acre tract and the westerly corner of that certain 8.00 acre tract described in instrument to John Jonse, as described in Volume 4176, page 2117 Real Property Records of Travis County;

THENCE, North 62°59'47" West, 118.91 feet along the said northeasterly line of that certain 52.715 acre tract to a ½ inch iron rod with "KHA" cap set for the POINT OF BEGINNING of herein described tract;

THENCE, North 62°59'47" West, 119.75 feet along the said northeasterly line of that certain 52.715 acre tract to a 60d nail found for the most northerly corner of said 52.715 acre tract, and the easterly corner of that certain 102.157 acre tract of land conveyed to LGI Homes-Texas LLC, in Document Number 2014012328, Official Public Records of Travis County;

THENCE, along the northeasterly line of said 102.157 acre tract, the following two (2) course and distances:

1. North 63°39'43" West, 66.97 feet, to a 1 inch iron pipe found for corner;
2. North 62°38'12" West, 695.93 feet to a ½ inch iron rod with "KHA" cap set on the northeasterly line of Presidential Glen Phase 4B, as described in Document Number 201600213, Official Public Records of Travis County;

THENCE, North 62°42'20" West, 330.87 feet along the said northeasterly line of said Presidential Glen Phase 4B to a ½ inch iron rod with "KHA" cap set for the most southerly-northeasterly corner of said 102.157 acres tract;

THENCE, North 26°23'28" East, 379.90 feet along the southeasterly line of said 102.157 acre tract to a ½ inch iron rod found for the most northerly northeasterly corner of said 102.157 acre tract;

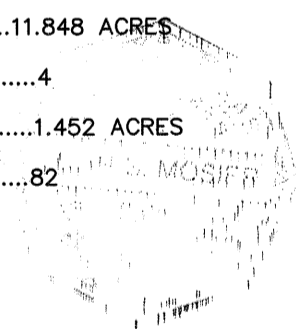
THENCE, North 64°58'30" West, 353.92 feet along the northerly line of said 102.157 acre tract to a ½ inch iron rod with "KHA" cap set for the most northerly - westerly corner of herein described tract;

THENCE, crossing said 267.942 acre tract of land, the following twenty-two (22) course and distances:

1. North 25°10'06" East, 180.04 feet to a ½ inch iron rod with "KHA" cap set for corner;
2. North 64°58'30" West, 19.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
3. North 25°01'30" East, 125.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
4. South 64°58'30" East, 250.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
5. South 25°01'30" West, 141.59 feet to a ½ inch iron rod with "KHA" cap set for corner;
6. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 5°04'48", a radius of 1025.00 feet, a chord bearing and distance of South 52°06'43" East, 90.85 feet, and a total arc length of 90.88 feet to a ½ inch iron rod with "KHA" cap set for corner;
7. South 49°34'19" East, 114.38 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point of curvature;
8. in a southeasterly direction, along a tangent curve to the left, a central angle of 1°03'13", a radius of 975.00 feet, a chord bearing and distance of South 50°05'55" East, 17.93 feet, and a total arc length of 17.93 feet to a ½ inch iron rod with "KHA" cap set for corner;
9. North 27°21'48" East, 120.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
10. South 53°36'07" East, 101.26 feet to a ½ inch iron rod with "KHA" cap set for corner;
11. South 58°03'09" East, 50.16 feet to a ½ inch iron rod with "KHA" cap set for corner;
12. South 60°59'29" East, 50.02 feet to a ½ inch iron rod with "KHA" cap set for corner;
13. South 62°38'12" East, 500.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
14. South 27°21'48" West, 120.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
15. South 62°38'12" East, 210.51 feet to a ½ inch iron rod with "KHA" cap set for corner, and point of curvature;
16. in a southeasterly direction, along a tangent curve to the left, a central angle of 9°42'56", a radius of 15.00 feet, a chord bearing and distance of South 82°29'40" East, 10.19 feet, and a total arc length of 10.40 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point of curvature;
17. in a southeasterly direction, along a tangent reverse curve to the right, a central angle of 169°23'26", a radius of 50.01 feet, a chord bearing and distance of South 17°39'25" East, 99.58 feet, and a total arc length of 147.84 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point of curvature;
18. in a southwesterly direction, along a tangent reverse curve to the left, a central angle of 39°42'56", a radius of 15.00 feet, a chord bearing and distance of South 47°10'49" West, 10.19 feet, and a total arc length of 10.40 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point of curvature;
19. South 27°19'21" West, 35.32 feet to a ½ inch iron rod with "KHA" cap set for corner;
20. South 57°24'07" East, 108.76 feet to a ½ inch iron rod with "KHA" cap set for corner;
21. South 14°09'17" West, 154.05 feet to a ½ inch iron rod with "KHA" cap set for corner;
22. South 27°19'21" West, 196.39 feet to the POINT OF BEGINNING and containing 16.848 acres of land in Travis County, Texas, as shown in the document prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

**MANOR HEIGHTS SOUTH PHASE 1 SECTION 2
GENERAL INFORMATION:**

TOTAL ACREAGE.....16.848 ACRES
 LINEAR FOOT OF 50' ROW.....3047'
 NUMBER OF SINGLE FAMILY LOTS.....78
 ACREAGE OF RESIDENTIAL LOTS.....11.848 ACRES
 NUMBER OF NON-RESIDENTIAL LOTS.....4
 ACREAGE OF NON-RESIDENTIAL LOTS.....1.452 ACRES
 TOTAL NUMBER OF LOTS.....82



MINIMUM LOT WIDTH	50 FT	30 FT (CUL-DE-SAC)	TOTAL
PHASE 1, SECTION 2	74	4	78
TOTAL			

LEGEND	
5/8" IRF	5/8" IRON ROD FOUND
IRSC	1/2" IRON ROD W/ "KHA" CAP SET
IRFC	1/2" IRON ROD FOUND W/ CAP
60d	60d NAIL FOUND
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
P.O.B.	POINT OF BEGINNING
T.B.M.	BENCH MARK
P.U.E.	PUBLIC UTILITY EASEMENT
BL	BUILDING SET BACK LINE
W.L.E.	WATER LINE EASEMENT
W.W.E.	WASTEWATER EASEMENT
---	SIDEWALK
A, B, C, D	BUILDING SETBACK BY LOT TYPE (SEE DETAIL)
P.O.C.	POINT OF CURVE
P.R.C.	POINT OF REVERSE CURVE
P.C.C.	POINT OF COMPOUND CURVE
P.O.T.	POINT OF TANGENT
---	PHASE AND MATCH LINE

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 16.848 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS., AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 16.848 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 2" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY FEBRUARY 05, 2021.

BY: Jeff Scott
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 9th DAY OF March, 2021.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 15th DAY OF May, 2021.

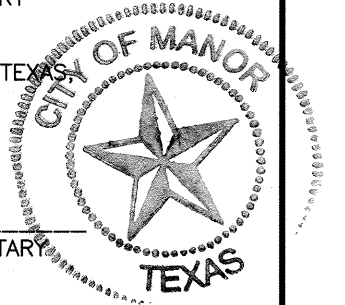
APPROVED: Philip Trujon
PHILIP TRUJON, CHAIRPERSON

ATTEST: Lluvia Almaraz
LUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS ON THIS THE DATE. 13th DAY OF May, 2021.

APPROVED: Dr. Larry Wallace, Jr.
DR. LARRY WALLACE, JR., MAYOR

ATTEST: Lluvia Almaraz
LUVIA ALMARAZ, CITY SECRETARY



COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. 29 DAY OF March, 2021 AT 1:37 O'CLOCK PM DULY RECORDED ON THE DAY OF 29 DAY OF March, 2021 AT 1:37 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100038 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 29 DAY OF March, 2021.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: E. Medina
DEPUTY
E. MEDINA



GENERAL NOTES:

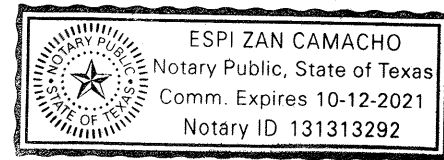
- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
- 4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
- 9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- 12. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 13. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE CITY'S ZONING ORDINANCE.
- 14. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
- 15. PER CITY OF MANOR ORDINANCE NO. 481, MINIMUM LOT SIZE SHALL BE 6000 Sq.Ft., AND THE MINIMUM LIVING AREA PER RESIDENTIAL UNIT SHALL BE 1500 Sq.Ft.
- 16. THE PROPERTY IS ZONED SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS PER CITY OF MANOR ORDINANCE NO. 481.
- 17. LOT 88, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 92, BLOCK A, OPEN SPACE, LOT 26, BLOCK B, OPEN SPACE DRAINAGE LOT, AND LOT 11, BLOCK C, OPEN SPACE ARE DEDICATED TO THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF THOSE LOTS.

THE STATE OF TX)
COUNTY OF TRAVIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5 DAY OF FEBRUARY, 2021.

Esra Camacho
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131313292
MY COMMISSION EXPIRES: 10-12-21
COUNTY OF TRAVIS
THE STATE OF TEXAS



THE STATE OF TEXAS)
COUNTY OF TRAVIS)

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

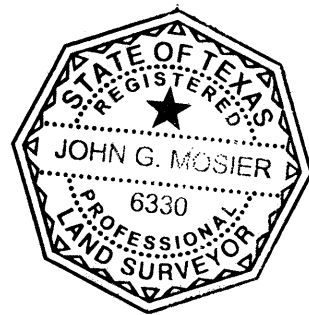
A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0485J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 2-3-21
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com



SURVEYOR'S NOTES:

- 1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
- 2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
- 4. ACCORDING TO COMMUNITY PANEL NO. 48453C0485J DATED 8/18/2014 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), A PORTION OF THE SUBJECT TRACT IS LOCATED WITHIN ZONE A WHICH IS DEFINED BY FEMA AS 1% ANNUAL FLOOD CHANCE AREA WITH NO BASE FLOOD ELEVATIONS DETERMINED. THE REMAINDER OF THE PROPERTY IS WITHIN ZONE X (UN-SHADED) DEFINED BY FEMA AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ALL ZONE DELINEATIONS SHOWN HEREON ARE APPROXIMATE. THIS STATEMENT DOES NOT IMPLY THAT ANY PORTION OF THE SUBJECT TRACT IS TOTALLY FREE OF POTENTIAL FLOOD HAZARD. LOCALIZED FLOODING CAN OCCUR DUE TO NATURAL AND/OR MAN-MADE INFLUENCES. THIS FLOOD STATEMENT SHALL CREATE NO LIABILITY ON THE PART OF KIMLEY-HORN OR THE UNDERSIGNED.

SUBDIVISION PLAT ESTABLISHING

MANOR HEIGHTS SOUTH
PHASE 1 SECTION 2

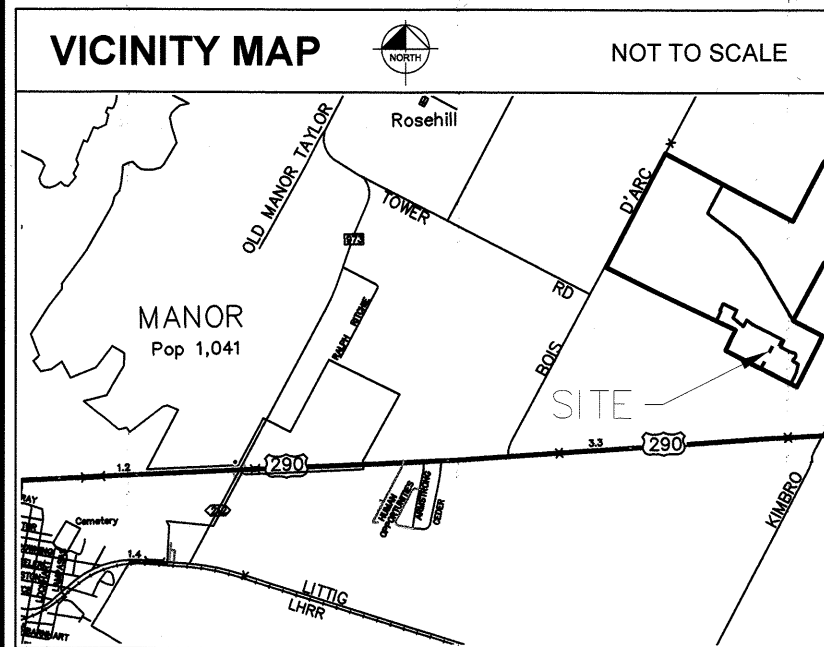
BEING 16.848 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Kimley»Horn

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY



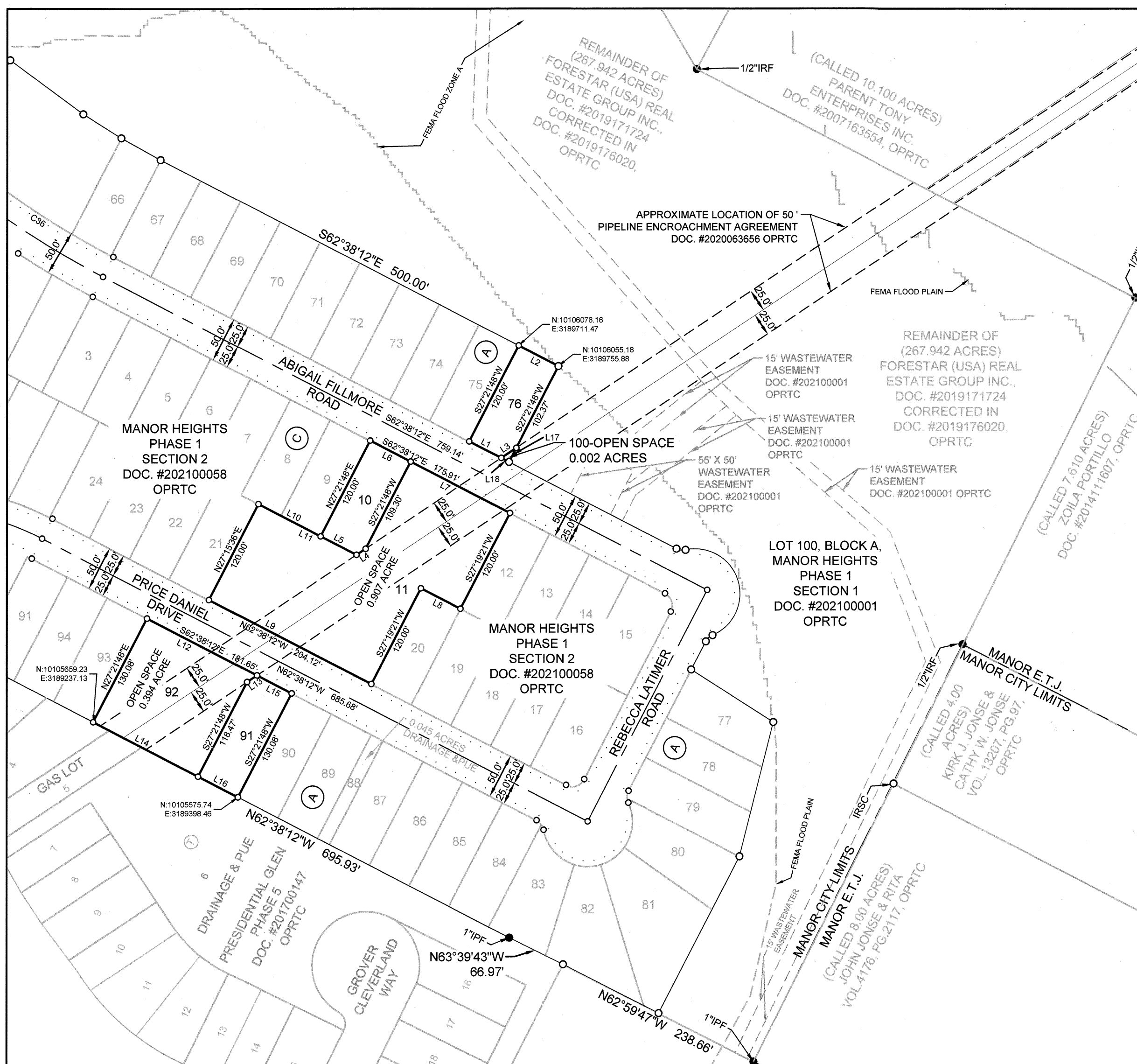
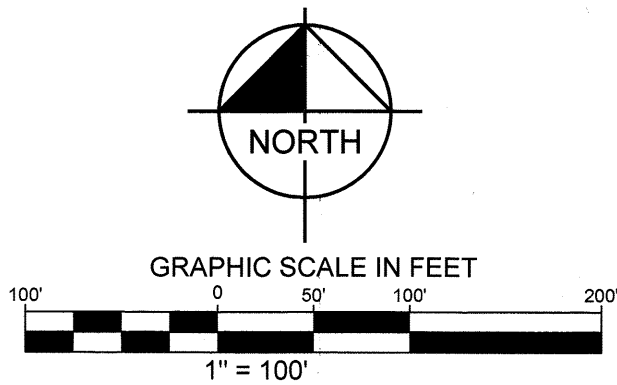
AMENDED PLAT OF MANOR HEIGHTS SOUTH PHASE 1 SECTION 2 AMENDING LOTS 76, 91, AND 92, BLOCK A, LOTS 10 & 11, BLOCK C FINAL PLAT CITY OF MANOR, TRAVIS COUNTY, TEXAS

LEGEND	
○	1/2" IRON ROD W "KHA" CAP SET
---	SIDEWALK
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

BEING LOT 76 (0.136 ACRES), LOT 91 (0.148 ACRES), LOT 92 (0.394), AND LOT 100 (0.002), BLOCK A LOT 10 (0.140 ACRES), AND LOT 11 (0.907 ACRES), BLOCK C, IN MANOR HEIGHTS PHASE 1 SECTION 2 SUBDIVISION RECORDED IN DOCUMENT NO. 202100058, SAME BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N62°38'12"W	40.25'
L2	S62°38'12"E	50.00'
L3	S56°18'26"W	20.15'
L4	S56°18'26"W	12.23'
L5	N62°38'12"W	45.08'
L6	S62°38'12"E	51.00'
L7	S62°38'12"E	124.91'
L8	N62°38'12"W	50.00'
L9	N62°38'12"W	204.12'
L10	S62°38'12"E	78.26'
L11	N62°38'12"W	123.34'
L12	S62°38'12"E	138.07'
L13	S56°18'26"W	13.26'
L14	N62°38'12"W	131.65'
L15	S62°38'12"E	43.58'
L16	N62°38'12"W	50.00'
L17	S27°21'48"W	17.63'
L18	N62°38'12"W	9.75'

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A LOT 76	0.136	5,914
BLOCK A LOT 91	0.148	6,467
BLOCK A LOT 92-OPEN SPACE	0.394	17,162
BLOCK A LOT 100-OPEN SPACE	0.002	86
BLOCK C LOT 10	0.140	6,088
BLOCK C LOT 11-OPEN SPACE	0.907	39,528



Kimley»Horn

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 321-3427 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF LOTS 76, 91, 92, AND 100, BLOCK A, LOTS 10 AND 11, BLOCK C, MANOR HEIGHTS PHASE 1 SECTION 2 PLAT OF WHICH RECORDED IN DOCUMENT NUMBER 202100058, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS, AND DO HEREBY AMEND SAID SUBDIVISION PLAT, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "AMENDED MANOR HEIGHTS PHASE 1, SECTION 2" LOTS 76, 91, 92, AND 100, BLOCK A, LOTS 10 AND 11, BLOCK C AND WHOSE NAME IS SUBSCRIBED HERETO IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "AMENDED MANOR HEIGHTS PHASE 1, SECTION 2" LOTS 76, 91, 92, AND 100, BLOCK A, LOTS 10 AND 11, BLOCK C AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.


WITNESS MY HAND THIS DAY 1-20, 2022

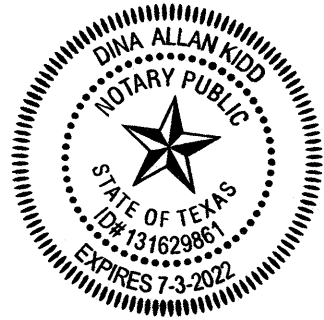
BY: 
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
Jeff Scott, Authorized Agent

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF JAN, 2022


NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 7-3-22
COUNTY OF TRAVIS
THE STATE OF TEXAS




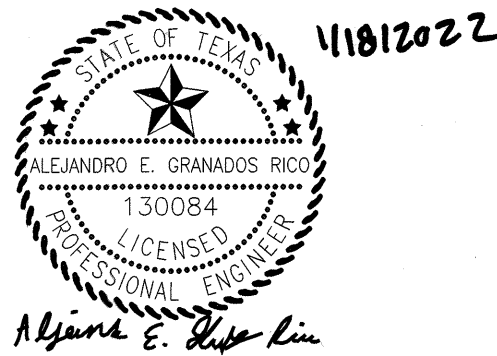
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0485J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

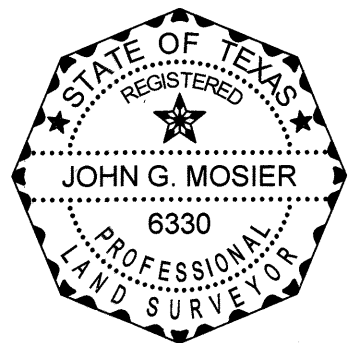

ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



THE STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.


JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com



SURVEYOR'S NOTES:

- 1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
- 2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

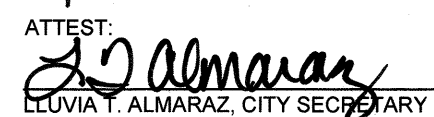
CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE:

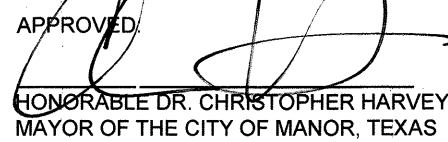
20th DAY OF January, 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE 17th DAY OF January, 2022

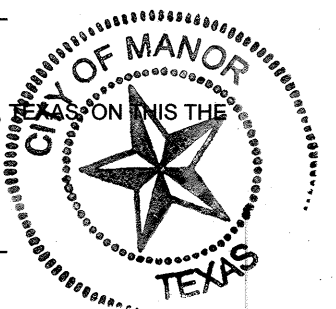
APPROVED: 
JULIE LEONARD, CHAIRPERSON

ATTEST: 
LUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS ON THIS THE 30th DAY OF January, 2022

APPROVED: 
HONORABLE DR. CHRISTOPHER HARVEY
MAYOR OF THE CITY OF MANOR, TEXAS

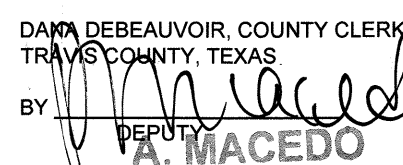
ATTEST: 
LUVIA T. ALMARAZ, CITY SECRETARY

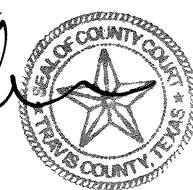


COUNTY OF TRAVIS §
STATE OF TEXAS §

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21st DAY OF January, 2022 AT 12:20 O'CLOCK P.M., DULY RECORDED ON THE DAY OF Jan 21, 2022 AT 12:20 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 20220023 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 20th DAY OF January, 2022 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
BY: 
A. MACEDO
DEPUTY



GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
- 4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
- 9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- 12. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 13. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE CITY'S ZONING ORDINANCE.
- 14. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
- 15. PER CITY OF MANOR ORDINANCE NO. 481, MINIMUM LOT SIZE SHALL BE 6000 Sq.Ft. AND THE MINIMUM LIVING AREA PER RESIDENTIAL UNIT SHALL BE 1500 Sq.Ft.
- 16. THE PROPERTY IS ZONED SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS PER CITY OF MANOR ORDINANCE NO. 481.
- 17. LOT 92, BLOCK A, OPEN SPACE, AND LOT 11, BLOCK C, OPEN SPACE ARE DEDICATED TO THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF THOSE LOTS.
- 18. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF MANOR HEIGHTS SOUTH PHASE 1 SECTION 2, LOT(S) 76, 91, & 92 BLOCK A, LOT(S) 10 & 11 BLOCK C, RECORDED IN DOCUMENT NO. 202100058, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

AMENDED PLAT OF MANOR HEIGHTS SOUTH PHASE 1 SECTION 2 AMENDING LOTS 76, 91, AND 92, BLOCK A, LOTS 10 & 11, BLOCK C FINAL PLAT CITY OF MANOR, TRAVIS COUNTY, TEXAS

BEING LOT 76 (0.136 ACRES), LOT 91 (0.148 ACRES), LOT 92 (0.394), AND LOT 100 (0.002), BLOCK A, LOT 10 (0.140 ACRES), AND LOT 11 (0.907 ACRES), BLOCK C, IN MANOR HEIGHTS PHASE 1 SECTION 2 SUBDIVISION RECORDED IN DOCUMENT NO. 202100058, SAME BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.



SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 321-3427 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

OWNER:
 TUAN V. NGUYEN & NHIEU T. & QUYN
 DOC. #2003234510 OPRTC
 (CALLED 13.502 ACRES)

S62°00'08"E 1087.10' CITY OF MANOR E.T.J.
 MANOR CITY LIMITS
 SUBDIVISION PLAT ESTABLISHING

LEMUEL KIMBRO SURVEY,
 ABSTRACT NO. 456
 A.C. CALDWELL SURVEY NO. 52,
 ABSTRACT NO. 154

LEGEND

- IRON ROD FOUND
- 1/2" IRON ROD W/ "KHA" CAP SET
- IRON PIPE FOUND
- 60D NAIL FOUND
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- T.C.P.R. TRAVIS COUNTY PLAT RECORDS
- R.P.R.T.C. REAL PROPERTY RECORDS OF TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- P.O.B. POINT OF BEGINNING
- T.B.M. BENCH MARK
- P.U.E. PUBLIC UTILITY EASEMENT
- BL BUILDING SET BACK LINE
- W.L.E. WATER LINE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- SIDEWALK
- A, B, C, D BUILDING SETBACK BY LOT TYPE (SEE DETAIL)
- P.O.C. POINT OF CURVE
- P.R.C. POINT OF REVERSE CURVE
- P.C.C. POINT OF COMPOUND CURVE
- P.O.T. POINT OF TANGENT
- PHASE AND MATCH LINE

MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

Kimley»Horn

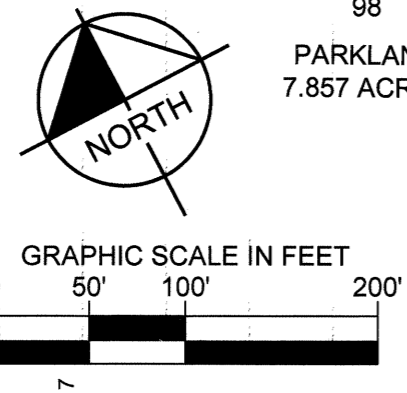
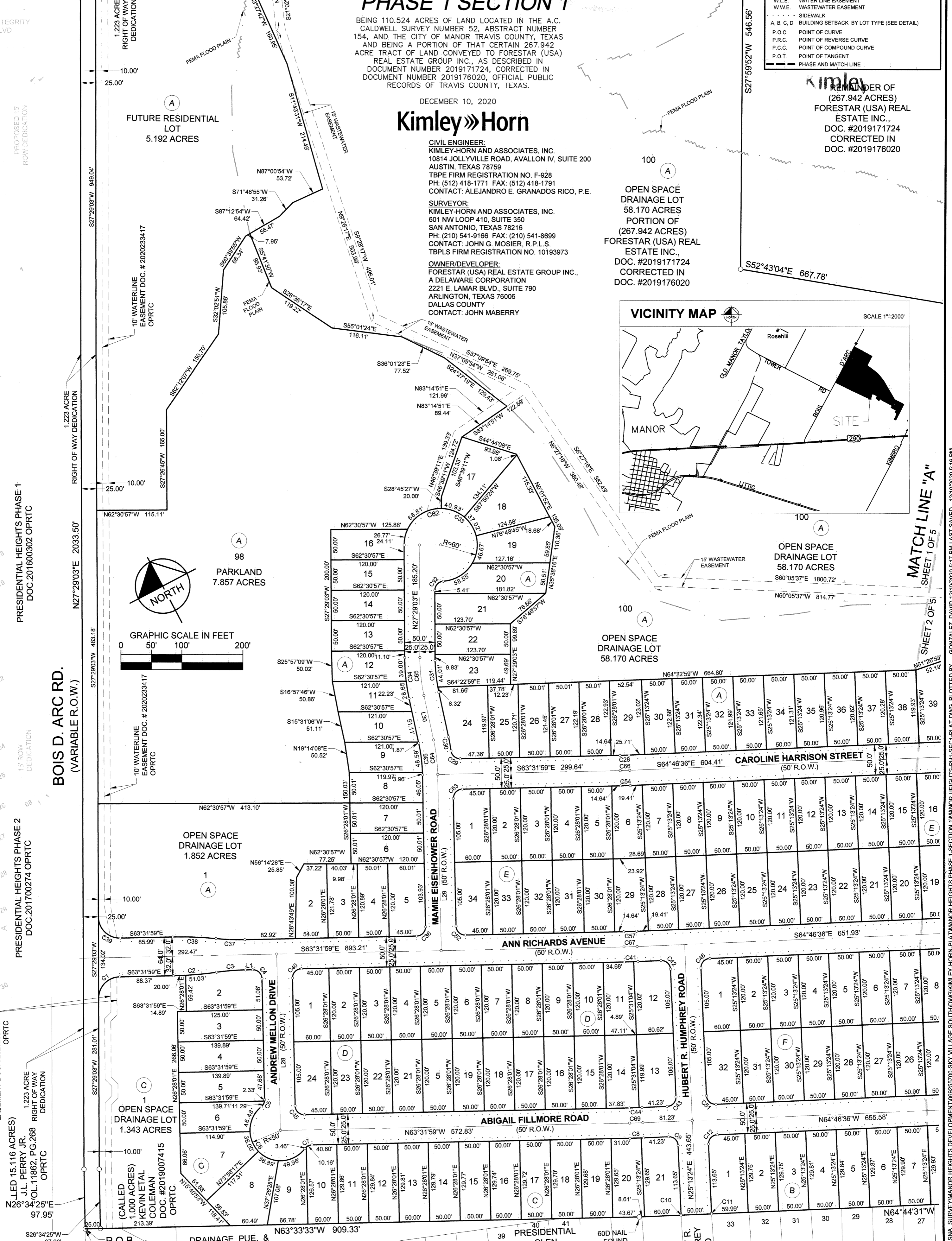
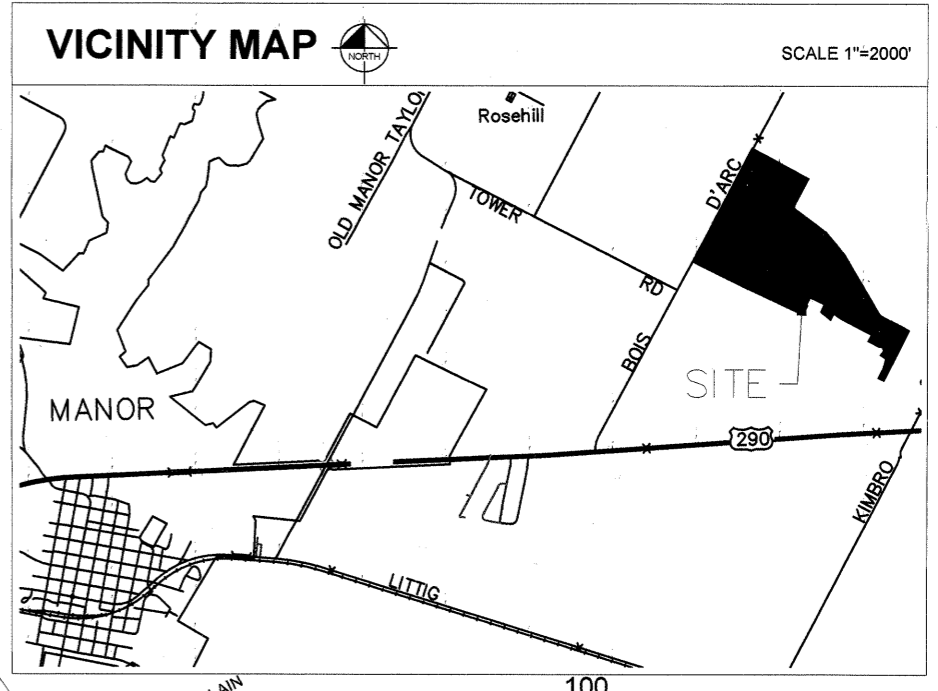
CIVIL ENGINEER:
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 AUSTIN, TEXAS 78759
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 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP INC.,
 A DELAWARE CORPORATION
 2221 E. LAMAR BLVD., SUITE 790
 ARLINGTON, TEXAS 76005
 CONTACT: JOHN MABERRY

REMAINDER OF
 (267.942 ACRES)
 FORESTAR (USA) REAL
 ESTATE INC.,
 DOC. #2019171724
 CORRECTED IN
 DOC. #2019176020

OPEN SPACE
 DRAINAGE LOT
 58.170 ACRES
 PORTION OF
 (267.942 ACRES)
 FORESTAR (USA) REAL
 ESTATE INC.,
 DOC. #2019171724
 CORRECTED IN
 DOC. #2019176020



MATCH LINE "A"
 SHEET 1 OF 5

MATCH LINE "A"
 SHEET 2 OF 5

MATCH LINE "A"
 SHEET 3 OF 5

MATCH LINE "A"
 SHEET 4 OF 5

MATCH LINE "A"
 SHEET 5 OF 5

DWS NAME: K:\SVA SURVEY\MANOR HEIGHTS DEVELOPMENT\682525700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN\PLAT\MANOR HEIGHTS PHASE 1\SECTION 1\MANOR HEIGHTS PHASE 1 SECTION 1\MANOR HEIGHTS PHASE 1 SECTION 1.DWG PLOTTED BY: GONZALEZ, DAVID 12/10/2020 5:17 PM LAST SAVED: 12/10/2020 5:16 PM

MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

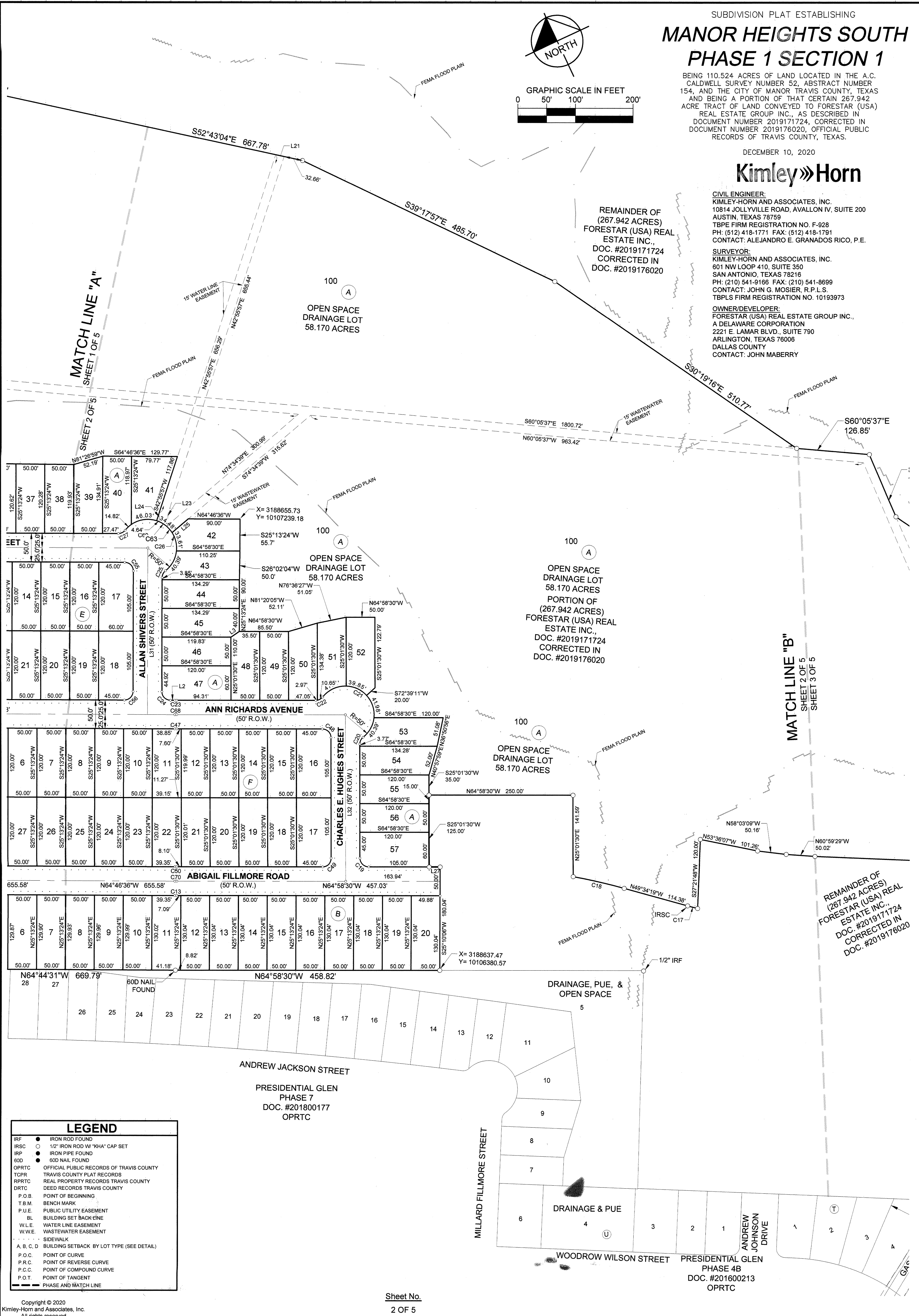
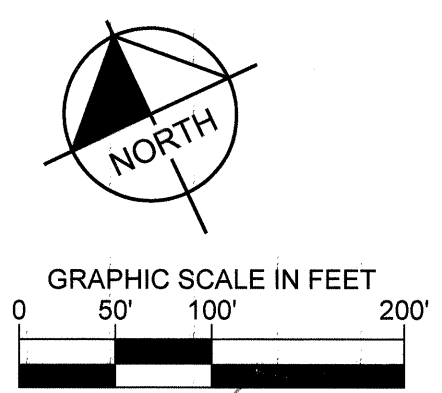
DECEMBER 10, 2020

Kimley»Horn

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
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601 NW LOOP 410, SUITE 350
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PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY



REMAINDER OF
(267.942 ACRES)
FORESTAR (USA) REAL
ESTATE INC.,
DOC. #2019171724
CORRECTED IN
DOC. #2019176020

OPEN SPACE
DRAINAGE LOT
58.170 ACRES
PORTION OF
(267.942 ACRES)
FORESTAR (USA) REAL
ESTATE INC.,
DOC. #2019171724
CORRECTED IN
DOC. #2019176020

REMAINDER OF
(267.942 ACRES)
FORESTAR (USA) REAL
ESTATE INC.,
DOC. #2019171724
CORRECTED IN
DOC. #2019176020

LEGEND	
IRF	IRON ROD FOUND
IRSC	1/2" IRON ROD W/ "KHA" CAP SET
IRP	IRON PIPE FOUND
60D	60D NAIL FOUND
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
TCPR	TRAVIS COUNTY PLAT RECORDS
RRRTC	REAL PROPERTY RECORDS TRAVIS COUNTY
DRTC	DEED RECORDS TRAVIS COUNTY
P.O.B.	POINT OF BEGINNING
T.B.M.	BENCH MARK
P.U.E.	PUBLIC UTILITY EASEMENT
BL	BUILDING SET BACK LINE
W.L.E.	WATER LINE EASEMENT
W.W.E.	WASTEWATER EASEMENT
---	SIDEWALK
A, B, C, D	BUILDING SETBACK BY LOT TYPE (SEE DETAIL)
P.O.C.	POINT OF CURVE
P.R.C.	POINT OF REVERSE CURVE
P.C.C.	POINT OF COMPOUND CURVE
P.O.T.	POINT OF TANGENT
---	PHASE AND MATCH LINE

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\0625700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN\PLAT\MANOR HEIGHTS PHASE 1-SECTION 1\MANOR HEIGHTS SOUTH\PHASE 1-SECTION 1\PLAT.DWG PLOTTED BY: GONZALEZ, DAVID 12/10/2020 5:17 PM LAST SAVED 12/10/2020 5:18 PM

20210001

Manor 5.2021

SUBDIVISION PLAT ESTABLISHING

MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

Kimley»Horn

MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

GENERAL INFORMATION:

TOTAL ACREAGE.....110.524 ACRES
 LINEAR FOOT OF 50' ROW.....6360'
 LINEAR FOOT OF 64' ROW.....154'
 NUMBER OF SINGLE FAMILY LOTS.....186
 NUMBER OF FUTURE RESIDENTIAL LOTS.....1
 ACREAGE OF RESIDENTIAL LOTS.....28.456 ACRES
 ACREAGE OF FUTURE RESIDENTIAL LOTS5.192 ACRES
 NUMBER OF NON-RESIDENTIAL LOTS.....4
 ACREAGE OF NON-RESIDENTIAL LOTS.....69.205 ACRES
 TOTAL NUMBER OF LOTS.....191

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

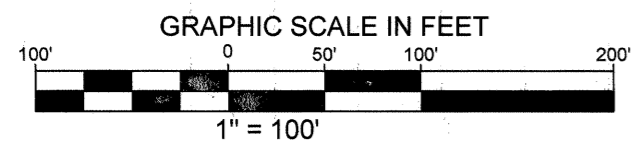
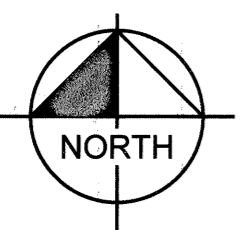
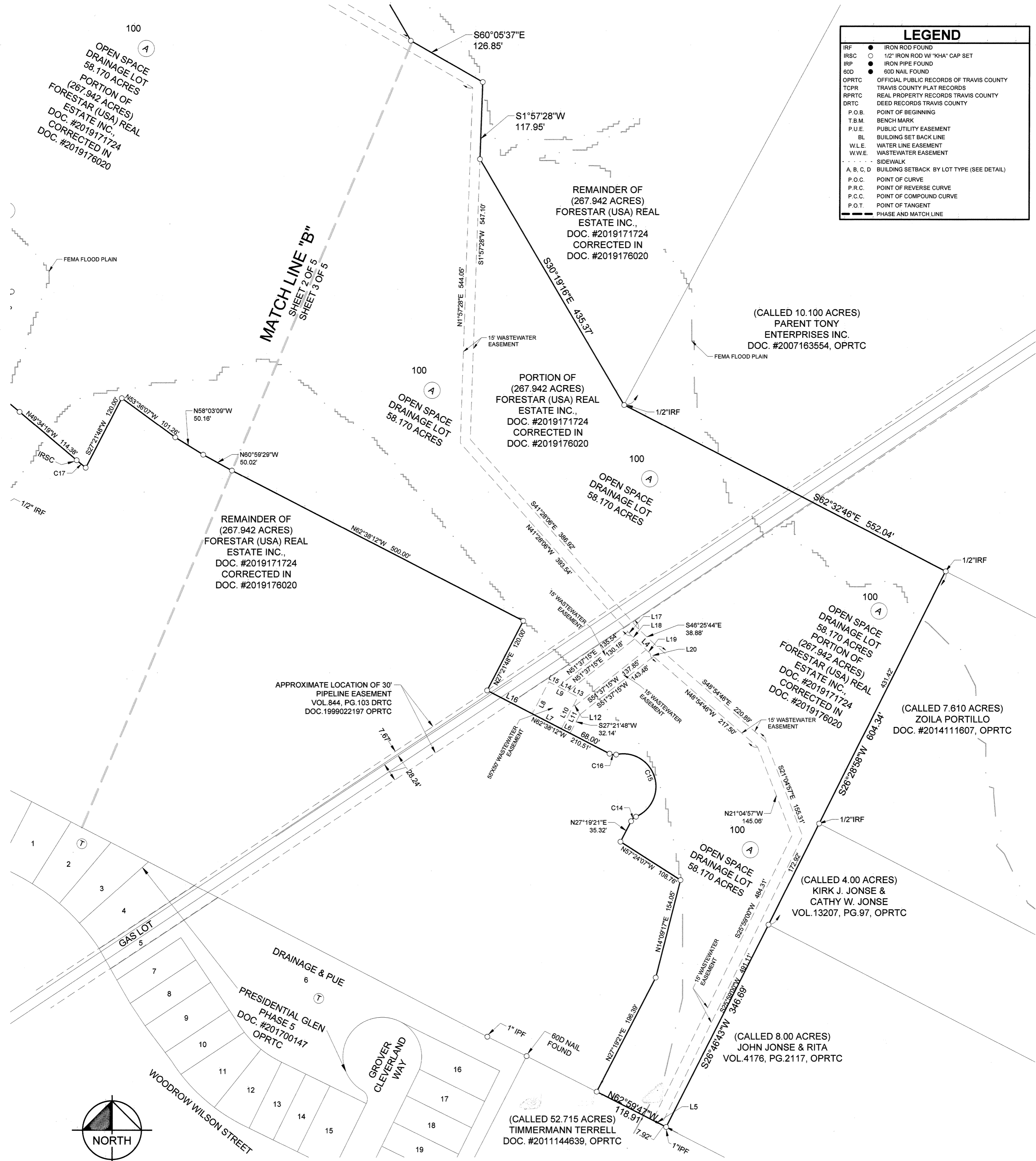
DECEMBER 10, 2020

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
 AUSTIN, TEXAS 78759
 TBPE FIRM REGISTRATION NO. F-928
 PH: (512) 418-1771 FAX: (512) 418-1791
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 601 NW LOOP 410, SUITE 350
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 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP INC.,
 A DELAWARE CORPORATION
 2221 E. LAMAR BLVD., SUITE 790
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 DALLAS COUNTY
 CONTACT: JOHN MABERRY

LEGEND	
IRF	IRON ROD FOUND
IRSC	1/2" IRON ROD W/ "KHA" CAP SET
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OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
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A, B, C, D	BUILDING SETBACK BY LOT TYPE (SEE DETAIL)
P.O.C.	POINT OF CURVE
P.R.C.	POINT OF REVERSE CURVE
P.C.C.	POINT OF COMPOUND CURVE
P.O.T.	POINT OF TANGENT
- - - -	PHASE AND MATCH LINE



DWG NAME: K:\S\A_SURVEY\MANOR HEIGHTS DEVELOPMENT\06255750-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN\PLAT\MANOR HEIGHTS PHASE 1\SECTION 1\MANOR HEIGHTS PHASE 1-SECTION 1-PLAT.DWG PLOTTED BY: GONZALEZ, DAVID 12/10/2020 5:17 PM LAST SAVED: 12/10/2020 5:16 PM

THE STATE OF TEXAS) (
COUNTY OF TRAVIS) (
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 110.524 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 110.524 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY December 14, 2020

BY: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

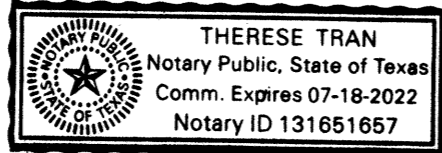
2221 E. LAMAR BLVD., SUITE 790 ARLINGTON, TEXAS 76006

THE STATE OF TEXAS) (
COUNTY OF TRAVIS) (

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14 DAY OF DECEMBER, 2020

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 19051454
MY COMMISSION EXPIRES: 07-18-2022
COUNTY OF TRAVIS
THE STATE OF TEXAS



THE STATE OF TEXAS) (
COUNTY OF TRAVIS) (

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0485J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



12/12/2020

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 12-11-20
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-321-3402
GREG.MOSIER@KIMLEY-HORN.COM



SURVEYOR'S NOTES:

- 1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

Kimley-Horn

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
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CONTACT: JOHN G. MOSIER, R.P.L.S.
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OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JEFF SCOTT

SUBDIVISION PLAT ESTABLISHING

MANOR HEIGHTS SOUTH
PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 31st DAY OF December, 2020.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12th DAY OF November, 2020.

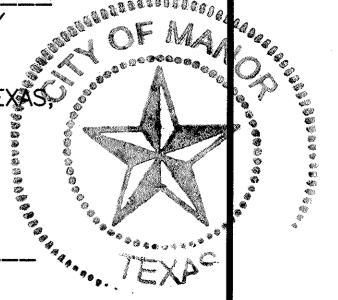
APPROVED: Philip Tryon
PHILIP TRYON, CHAIRPERSON

ATTEST: Lluvia Almaraz
LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12th DAY OF November, 2020.

APPROVED: Dr. Larry Wallace, Jr.
DR. LARRY WALLACE, JR., MAYOR

ATTEST: Lluvia Almaraz
LLUVIA ALMARAZ, CITY SECRETARY



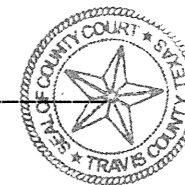
COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. 5th DAY OF January, 2021 AT 8:10 O'CLOCK A.M. DULY RECORDED ON THE DAY OF 5th DAY OF January, 2021 AT 8:10 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100001, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 5th DAY OF January, 2021

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: K. Reyna
DEPUTY K. REYNA



GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACEMENT OF ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE CITY'S ZONING ORDINANCE.
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER CITY OF MANOR ORDINANCE NO. 481, MINIMUM LOT SIZE SHALL BE 6000 Sq.Ft., AND THE MINIMUM LIVING AREA PER RESIDENTIAL UNIT SHALL BE 1500 Sq.Ft.
15. THE PROPERTY IS ZONED SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS PER CITY OF MANOR ORDINANCE NO. 481.
16. LOT 1, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 100, BLOCK A, OPEN SPACE DRAINAGE LOT, AND LOT 1, BLOCK C, OPEN SPACE DRAINAGE LOT, ARE DEDICATED TO THE CITY OF MANOR, TEXAS, THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 100, BLOCK A, OPEN SPACE DRAINAGE LOT, AND LOT 1, BLOCK C, OPEN SPACE DRAINAGE LOT IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 100, BLOCK A, OPEN SPACE DRAINAGE LOT, AND LOT 1, BLOCK C, OPEN SPACE DRAINAGE LOT UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. DEDICATION AND CONVEYANCE OF LOT 98, BLOCK A, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 98 IN ACCORDANCE WITH THE TERMS OF THE DEVELOPMENT AGREEMENT AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 98 UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
18. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.

SUBDIVISION PLAT ESTABLISHING

MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

Kimley»Horn

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200 AUSTIN, TEXAS 78759 TBPE FIRM REGISTRATION NO. F-928 PH: (512) 418-1771 FAX: (512) 418-1791 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 601 NW LOOP 410, SUITE 350 SAN ANTONIO, TEXAS 78216 PH: (210) 541-9166 FAX: (210) 541-8699 CONTACT: JOHN G. MOSIER, R.P.L.S. TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION 2221 E. LAMAR BLVD., SUITE 790 ARLINGTON, TEXAS 76006 DALLAS COUNTY CONTACT: JOHN MABERRY

Table with 5 columns: LINE TABLE, LINE TABLE, LINE TABLE, LINE TABLE, LINE TABLE. Each column contains 6 rows of bearing and length data (L1-L6).

A METES AND BOUNDS DESCRIPTION OF A 110.524 ACRE TRACT OF LAND

BEING a 110.524 acre (4,814,423 square feet) tract of land situated in the A.C. Caldwell Survey Number 52, Abstract Number 154, Travis County, Texas, being a portion of that certain 267.942 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724 of the Official Public Records of Travis County, Texas, corrected in Document No. 2019176020 of the Official Public Records of Travis County, Texas; and being more particularly described as follows:

BEGINNING at a found 60D nail located in the southeasterly right of way line of Bois D. Arc Road (variable width) marking the most westerly northwest corner of a called 1.000 acre tract described in instrument to Kevin Etal Coleman, as described in Document No. 2019007415 of the Official Public Records of Travis County, Texas;

THENCE, along the southeasterly right of way line of said Bois D. Arc Road the following two (2) courses and distances: 1. North 26°34'25" East, 97.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 2. North 27°29'03" East, 2033.50 feet to a 1/2-inch iron rod found for corner;

THENCE, South 62°00'08" East, 1087.10 feet departing the southeasterly right of way line of said Bois D. Arc Road and along the southwesterly line of that certain 13.502 acre tract described in instrument to Tuan V. Nguyen & Nhieu T. and Quyn, as described in Document Number 2003234510, Official Public Records of Travis County, Texas and along a plastic cap "KHA" set for corner;

THENCE, departing the southerly boundary line of said 13.502 acre tract and crossing into said 267.942 acre tract the following seven (7) course and distances:

- 1. South 27°59'52" West, 546.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 2. South 52°43'04" East, 667.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 3. South 39°17'57" East, 485.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 4. South 30°19'16" East, 510.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 5. South 60°05'37" East, 126.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 6. South 1°57'28" West, 117.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 7. South 30°19'16" East, 435.37 feet to a 1/2-inch iron rod found for the southwesterly corner of that certain 10.100 acre tract described in instrument to Tony Parent enterprises Inc., described in Document Number 2007163554, Official Public Records of Travis County, Texas;

THENCE, South 62°32'46" East, 552.04 feet departing the southwesterly corner of said 10.100 acre tract, along the common line of said 267.942 acre tract to a 1/2-inch iron rod found for the northerly corner of that certain 7.810 acre tract described in instrument to Zolia Portillo, as described in Document Number 2014111607, Official Public Records of Travis County, Texas;

THENCE, South 28°28'58" West, at a 431.42 feet along the northwesterly line of said 7.810 acre tract passing a 1/2-inch iron rod at the northerly corner of that certain 4.00 acre tract described in instrument to Kirk J. and Rita G. Jonse, as described in Volume 13207, page 97 Real Property Records of Travis County, Texas and along said 4.00 acre tract for the total distance of 604.34 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northerly corner of that certain 8.00 acre tract described in instrument to John Jonse, as described in Volume 4176, page 2117 Real Property Records of Travis County, Texas;

THENCE, South 26°46'43" West, 346.69 feet along the northwesterly line of said 8.00 acre tract to a 1-inch iron pipe found on the northeasterly line of that certain 52.715 acre tract described in instrument to Timmermann Terrell as described in Document No. 2011144839, Official Public Records of Travis County, Texas;

THENCE, North 62°59'47" West 118.91 feet along the said northeasterly line of said 52.715 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, departing the northerly boundary line of said 52.715 acre tract and crossing into said 267.942 acre tract the following twenty two (22) course and distances:

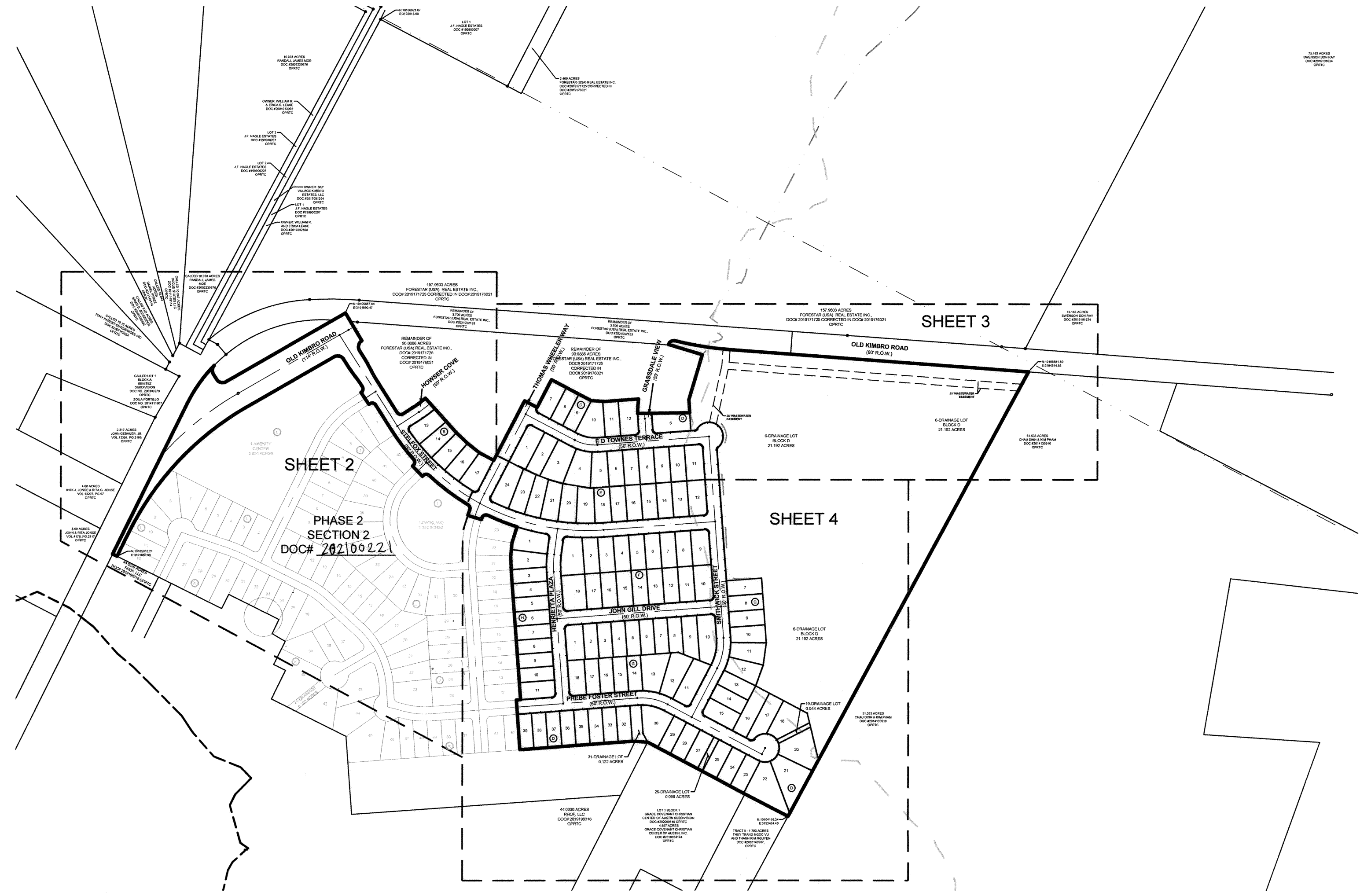
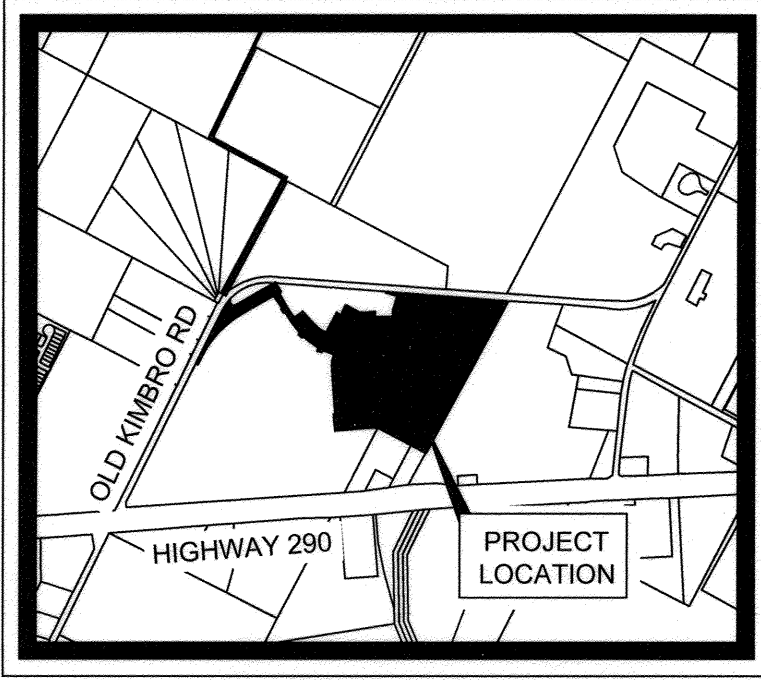
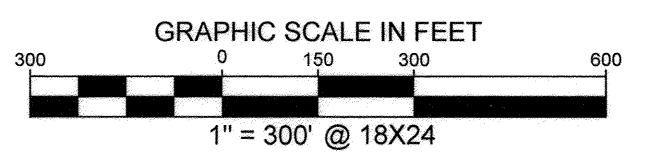
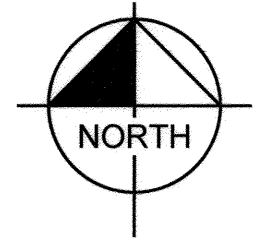
- 1. North 27°19'21" East, 196.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 2. North 14°09'17" East, 154.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 3. North 57°24'07" West, 108.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 4. North 27°19'21" East, 35.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 5. in a northeasterly direction, along a tangent curve to the right, a central angle of 39°42'56", a radius of 15.00 feet, a chord bearing and distance of North 47°10'49" East, 10.19 feet, and a total arc length of 10.40 feet to a 1/2-inch iron rod plastic cap stamped "KHA" set for corner; 6. in a northwesterly direction, along a tangent reverse curve to the left, a central angle of 169°23'28", a radius of 50.01 feet, a chord bearing and distance of North 17°39'25" West, 99.58 feet, and a total arc length of 147.84 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner; 7. in a southwesterly direction, along a tangent reverse curve to the right, a central angle of 39°42'56", a radius of 15.00 feet, a chord bearing and distance of North 82°29'40" West, 10.19 feet, and a total arc length of 10.40 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner; 8. North 62°38'12" West, 210.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 9. North 27°21'48" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 10. North 62°38'12" West, 500.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 11. North 60°59'29" West, 50.02 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 12. North 58°03'09" West, 50.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 13. North 53°36'07" West, 101.26 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 14. South 27°21'48" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 15. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 1°03'13", a radius of 975.00 feet, a chord bearing and distance of North 50°05'55" West, 17.93 feet, and a total arc length of 17.93 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner; 16. North 49°34'19" West, 114.38 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 17. in a northwesterly direction, along a tangent curve to the left, a central angle of 5°04'48", a radius of 1025.00 feet, a chord bearing and distance of North 52°06'43" West, 90.85 feet, and a total arc length of 90.88 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner; 18. North 25°01'30" East, 141.59 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 19. North 64°58'30" West, 250.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 20. South 25°01'30" West, 125.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 21. South 64°58'30" East, 190.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 22. South 25°10'06" West, 180.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Presidential Glen Phase 7, plat of which recorded in Document No. 201800177, Official Public Records of Travis County, Texas;

THENCE, along the northeasterly line of said Presidential Glen, Phase 7 the following three (3) course and distances:

- 1. North 64°58'30" West, 458.82 feet to a 60d nail found for corner; 2. North 64°44'31" West, 689.79 feet to a 60d nail found for corner; 3. North 63°33'33" West, 909.33 feet to the right-of-way line of said Bois D. Arc Road to the POINT OF BEGINNING, and containing 110.524 acres of land in Travis County, Texas, as shown in the document prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. The bearings shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD83), as determined by the Global Positioning System (GPS).

Table with 2 columns: CURVE TABLE, CURVE TABLE. Each column contains 40 rows of curve data (C1-C40) including delta, radius, length, chord bearing, and chord.

202100232



MANOR HEIGHTS PHASE 2, SECTION 1A
50.634 ACRES
 BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
 AUSTIN, TEXAS 78759
 TBPE FIRM REGISTRATION NO. F-928
 PH: (512) 418-1771 FAX: (512) 418-1791
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

GENERAL INFORMATION:

TOTAL ACREAGE	50.634 ACRES
TOTAL LINEAR FEET OF ROW	6,930'
LINEAR FEET OF 50' ROW	6,106'
LINEAR FEET OF 114' ROW	824'
ACREAGE OF ROW	9,398 ACRES
NUMBER OF SINGLE FAMILY LOTS	113
ACREAGE OF SINGLE FAMILY LOTS	19,820 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	4
ACREAGE OF NON-RESIDENTIAL LOTS	21,416 ACRES
TOTAL NUMBER OF LOTS	117

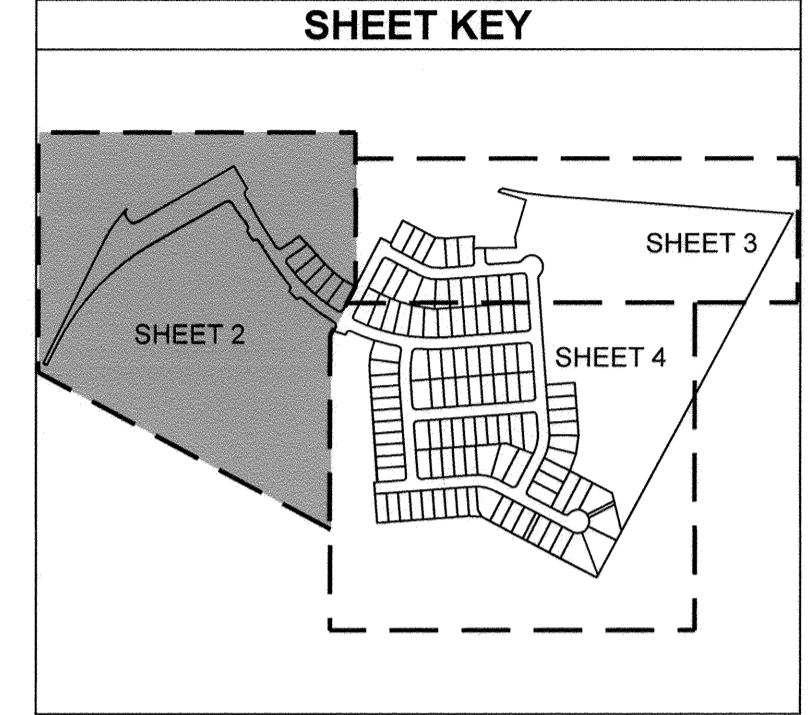
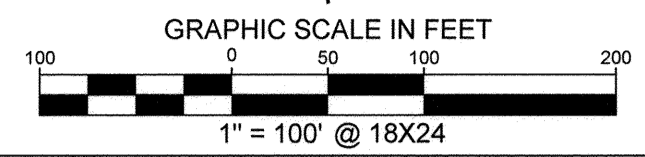
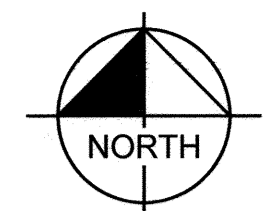
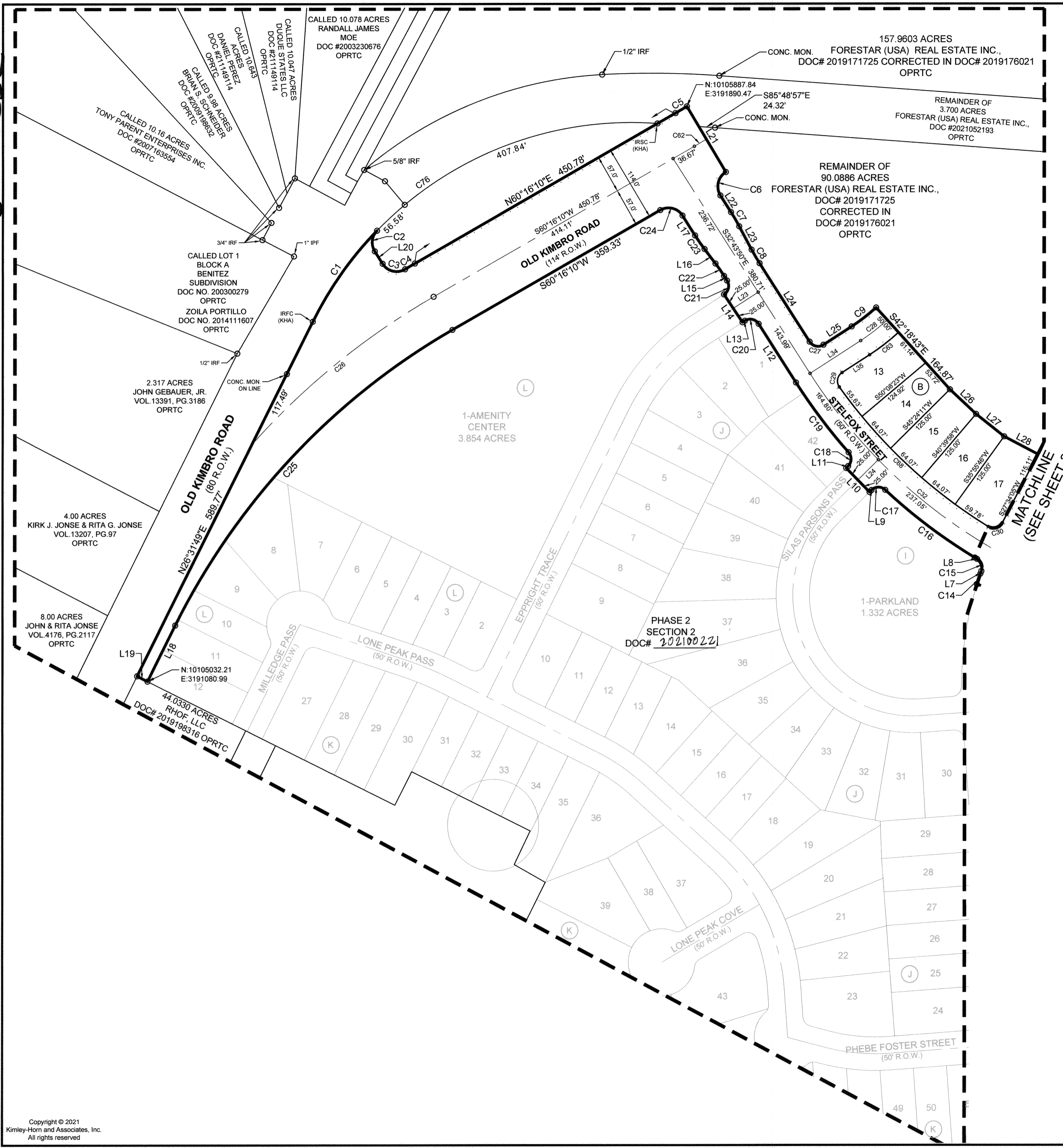
OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP INC.,
 A DELAWARE CORPORATION
 2221 E. LAMAR BLVD., SUITE 790
 ARLINGTON, TEXAS 76006
 DALLAS COUNTY
 CONTACT: JOHN MABERRY

Kimley»Horn

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 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	APS	JGM	8/17/2021	069255703	1 OF 6

252001232



LEGEND	
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
IRP	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- - -	SIDEWALK
(A)	BLOCK IDENTIFIERS

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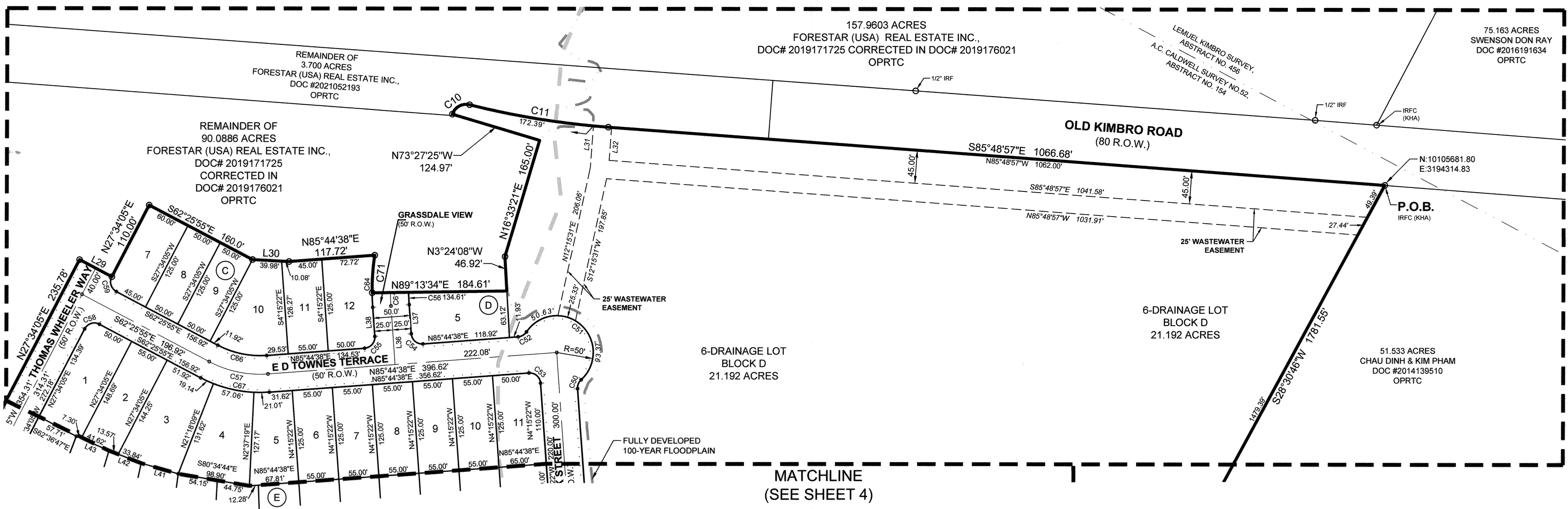
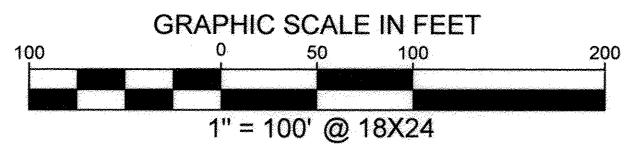
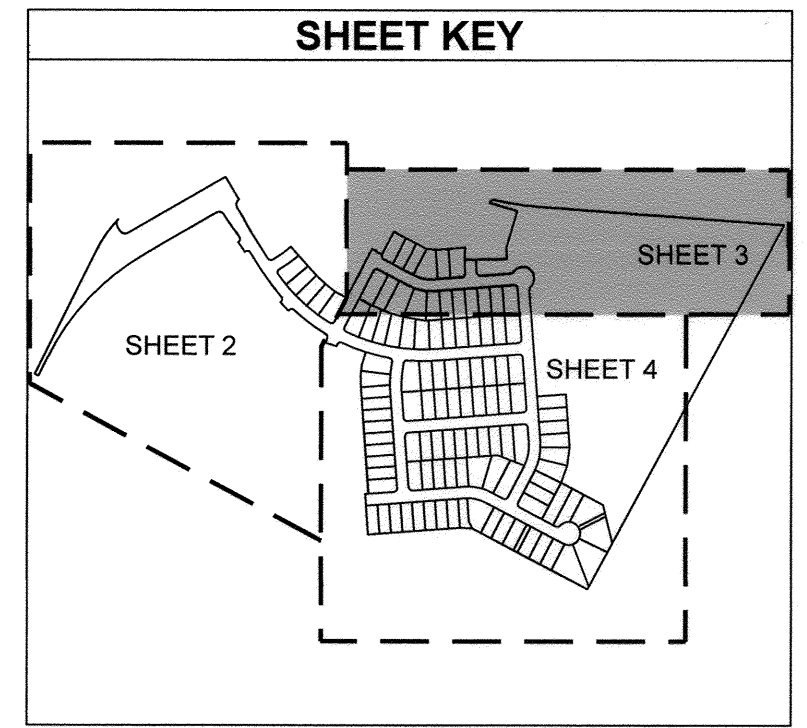
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	APS	JGM	8/17/2021	069255703	2 OF 6

2021001232

LEGEND	
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W CAP
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- - -	SIDEWALK
(A)	BLOCK IDENTIFIERS



MATCHLINE (SEE SHEET 4)

MANOR HEIGHTS PHASE 2, SECTION 1A
 50.634 ACRES
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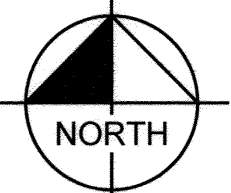
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	APS	JGM	8/17/2021	069255703	3 OF 6

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703\MANOR HTS PHASE 2\DWG\PLATSMANOR HEIGHTS 2-1A.DWG PLOTTED BY: GONZALEZ, DAVID 8/17/2021 3:29 PM LAST SAVED 8/17/2021 3:29 PM

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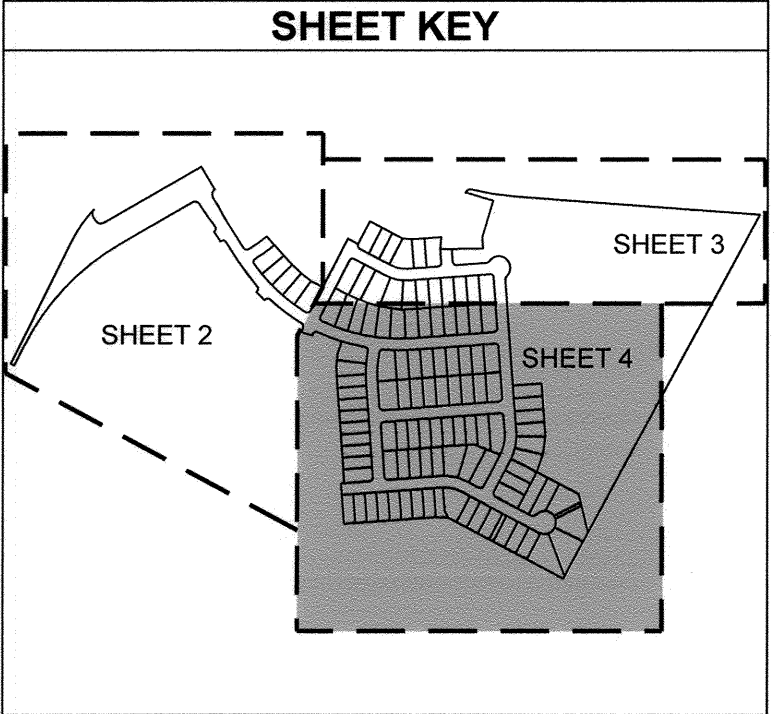
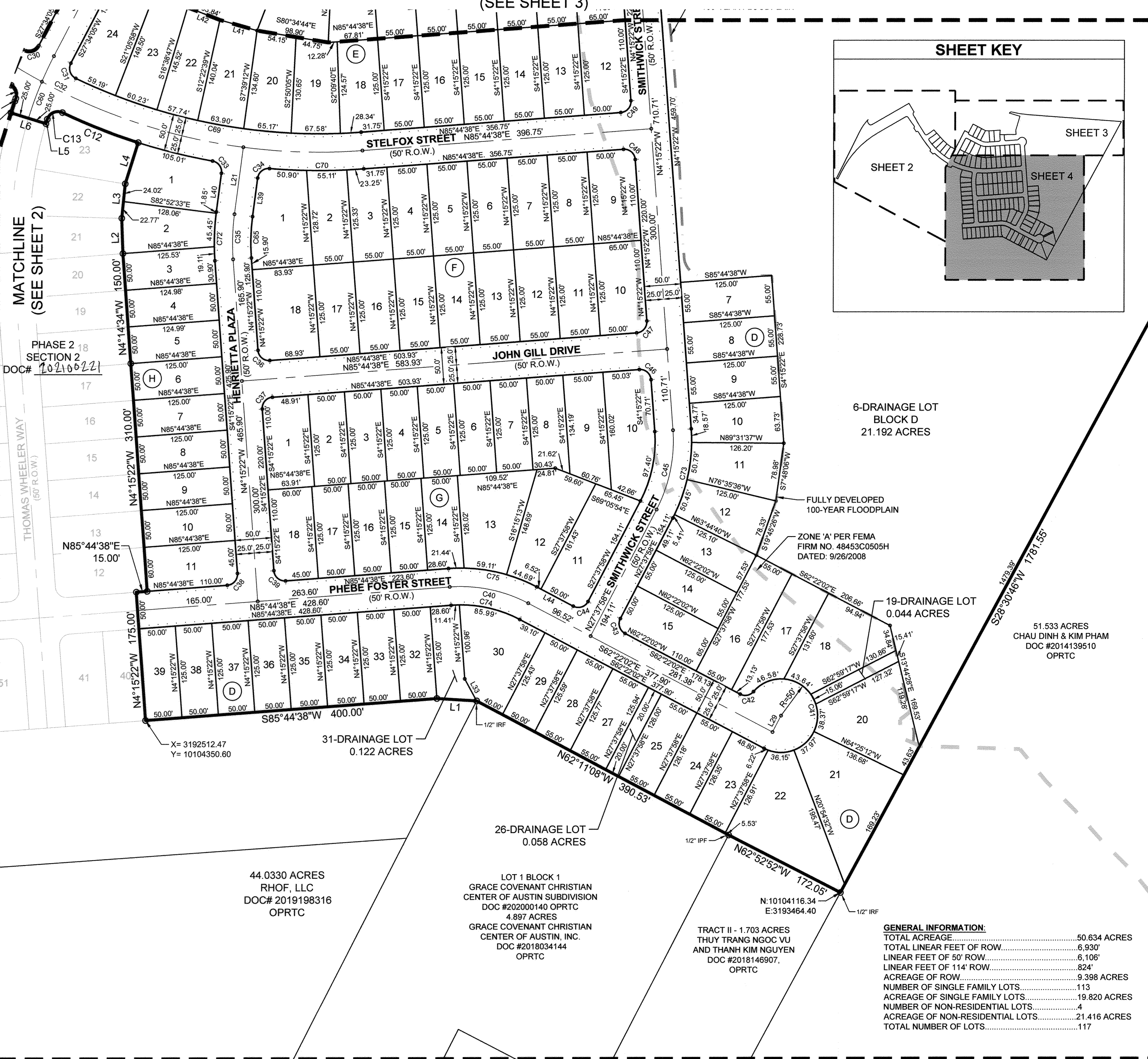
GRAPHIC SCALE IN FEET

1" = 100' @ 18X24

LEGEND

IRFC	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
	SIDEWALK
(A)	BLOCK IDENTIFIERS

MATCHLINE (SEE SHEET 3)



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	17°57'27"	533.10'	167.08'	N35°21'29"E	166.40'
C2	76°37'28"	25.00'	33.43'	S06°01'28"W	31.00'
C3	88°16'44"	25.00'	38.52'	S76°25'38"E	34.82'
C4	0°50'10"	1157.00'	16.88'	N59°51'05"E	16.88'
C5	1°12'06"	943.00'	19.78'	N59°40'07"E	19.78'
C6	91°47'54"	25.00'	40.05'	S13°10'07"W	35.91'
C7	4°30'37"	310.50'	24.44'	S30°28'31"E	24.44'
C8	4°30'37"	300.00'	23.62'	S30°28'31"E	23.61'
C9	9°40'04"	275.00'	46.40'	N52°26'08"E	46.35'
C10	84°16'56"	20.00'	29.42'	N61°43'42"E	26.84'
C11	9°41'07"	1140.00'	192.71'	S80°58'23"E	192.48'
C12	7°45'03"	825.00'	111.60'	N68°39'06"W	111.52'
C13	97°22'38"	15.00'	25.49'	S86°32'07"W	22.53'
C14	1°50'28"	525.00'	16.87'	N18°00'20"E	16.87'
C15	78°36'23"	15.00'	20.58'	N19°56'26"W	19.00'
C16	11°42'16"	825.00'	168.53'	N53°06'54"W	168.24'
C17	87°16'14"	15.00'	22.85'	S89°06'07"W	20.70'
C18	87°16'14"	15.00'	22.85'	N01°49'53"E	20.70'
C19	9°04'25"	825.00'	130.65'	N37°16'02"W	130.51'
C20	90°00'00"	15.00'	23.56'	N17°43'50"W	21.21'
C21	90°00'00"	15.00'	23.56'	N12°16'10"E	21.21'
C22	4°30'37"	285.50'	22.47'	N34°59'08"W	22.47'
C23	4°30'37"	314.50'	24.76'	N34°59'08"W	24.75'
C24	87°00'00"	25.00'	37.96'	N76°13'50"W	34.42'
C25	33°44'24"	1042.98'	614.18'	S43°24'00"W	605.35'
C26	16°20'18"	1100.00'	352.07'	S51°06'02"W	350.57'
C27	90°00'00"	15.00'	23.56'	S77°43'50"E	21.21'
C28	9°39'38"	300.00'	50.58'	N52°26'21"E	50.52'
C29	93°01'01"	15.00'	24.35'	S10°45'40"W	21.76'
C30	93°56'30"	15.00'	24.59'	N74°32'20"E	21.93'
C31	92°05'35"	15.00'	24.11'	S18°28'42"E	21.60'
C32	61°13'33"	800.00'	859.06'	S63°29'36"E	818.38'
C33	87°16'14"	15.00'	22.85'	N36°11'05"W	20.70'
C34	87°16'14"	15.00'	22.85'	S51°05'09"W	20.70'
C35	11°42'25"	300.00'	61.30'	S01°35'50"W	61.19'
C36	90°00'00"	15.00'	23.56'	S49°15'22"E	21.21'
C37	90°00'00"	15.00'	23.56'	S40°44'38"E	21.21'
C38	90°00'00"	15.00'	23.56'	N40°44'38"E	21.21'
C39	90°00'00"	15.00'	23.56'	S49°15'22"E	21.21'
C40	31°53'21"	200.00'	111.31'	N78°18'42"W	109.88'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C41	256°39'27"	50.00'	23.98'	N10°41'46"W	78.45'
C42	76°37'28"	15.00'	20.07'	N79°18'14"E	18.61'
C43	90°00'00"	15.00'	23.56'	S17°22'02"E	21.21'
C44	90°00'00"	15.00'	23.56'	N72°37'58"E	21.21'
C45	31°53'21"	200.00'	111.31'	N11°41'18"E	109.88'
C46	90°00'00"	15.00'	23.56'	N49°15'22"W	21.21'
C47	90°00'00"	15.00'	23.56'	N40°44'38"E	21.21'
C48	90°00'00"	15.00'	23.56'	N49°15'22"W	21.21'
C49	90°00'00"	15.00'	23.56'	N40°44'38"E	21.21'
C50	52°01'12"	15.00'	13.62'	S21°45'14"W	13.16'
C51	106°59'48"	50.00'	93.37'	N05°44'04"W	80.38'
C52	52°01'12"	15.00'	13.62'	N59°44'01"E	13.16'
C53	90°00'00"	15.00'	23.56'	N49°15'22"W	21.21'
C54	90°00'00"	15.00'	23.56'	S49°15'22"E	21.21'
C55	90°00'00"	15.00'	23.56'	N40°44'38"E	21.21'
C56	3°26'56"	275.00'	16.71'	S02°30'54"E	16.71'
C57	31°49'28"	150.00'	83.32'	S78°20'39"E	82.25'
C58	90°00'00"	15.00'	23.56'	S72°34'05"W	21.21'
C59	90°00'00"	15.00'	23.56'	S17°25'55"E	21.21'
C60	10°29'03"	500.00'	91.49'	S22°19'34"W	91.36'
C61	3°26'56"	300.00'	18.23'	S02°30'54"E	18.23'
C62	11°12'06"	1000.00'	20.97'	S59°40'07"W	20.97'
C63	9°39'16"	325.00'	54.76'	N52°26'08"E	54.70'
C64	9°01'51"	325.00'	51.23'	S03°44'30"W	51.17'
C65	11°42'25"	275.00'	56.19'	S01°35'50"W	56.09'
C66	31°49'28"	125.00'	69.43'	S78°20'39"E	68.54'
C67	31°49'28"	175.00'	97.20'	S78°20'39"E	95.96'
C68	22°44'34"	775.00'	307.62'	S47°07'08"E	305.61'
C69	29°43'53"	775.00'	402.16'	S79°23'26"E	397.66'
C70	8°58'39"	825.00'	129.27'	S89°46'03"E	129.13'
C71	9°01'51"	325.00'	51.23'	S03°44'30"W	51.17'
C72	11°42'25"	325.00'	66.40'	S01°35'50"W	66.29'
C73	31°53'21"	225.00'	125.23'	N11°41'18"E	123.62'
C74	31°53'21"	175.00'	97.40'	N78°18'42"W	96.15'
C75	31°53'21"	225.00'	125.23'	N78°18'42"W	123.62'
C76	67°52'18"	533.10'	631.50'	N60°18'54"E	595.22'

LINE TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N85°32'13"W	54.58'	L23	S28°13'13"E	39.54'
L2	N01°58'12"W	47.90'	L24	S32°43'50"E	139.08'
L3	N05°37'06"E	46.79'	L25	N57°16'10"E	50.27'
L4	N17°28'23"E	58.84'	L26	S46°57'55"E	53.72'
L5	S17°27'55"W	6.32'	L27	S51°42'08"E	53.72'
L6	N72°54'57"W	50.00'	L28	S62°25'55"E	57.28'
L7	N19°08'40"E	4.00'	L29	S62°25'55"E	50.00'
L8	N59°05'20"W	3.98'	L30	S87°02'40"E	50.06'
L9	S45°28'00"W	4.00'	L31	N04°05'25"E	56.81'
L10	N44°32'00"W	50.00'	L32	S04°05'25"W	45.00'
L11	N45°28'00"E	4.00'	L33	N28°41'18"W	34.05'
L12	N32°45'50"W	103.99'	L34	N57°16'10"E	90.27'
L13	S57°16'10"W	4.00'	L35	S57°16'10"W	49.21'
L14	N33°52'34"W	50.01'	L36	N04°15'22"W	79.58'
L15	N32°45'50"W	8.19'	L37	N04°15'22"W	39.58'
L16	N37°14'27"W	27.24'	L38	N04°15'22"W	39.58'
L17	N32°43'50"W	35.18'	L39	N07°27'02"E	52.73'
L18	S26°31'49"W	93.07'	L40	N07°27'02"E	52.73'
L19	N63°36'50"W	17.50'	L41	S74°05'08"E	52.85'
L20	S32°17'16"E	21.93'	L42	S68°51'26"E	47.41'
L21	S30°55'56"E	114.00'	L43	S66°27'40"E	48.92'
L22	S32°43'50"E	28.44'	L44	S62°22'02"E	56.52'

MANOR HEIGHTS PHASE 2, SECTION 1A
50.634 ACRES
 BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, 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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	APS	JGM	8/17/2021	069255703	4 OF 6

GENERAL INFORMATION:

TOTAL ACREAGE	50.634 ACRES
TOTAL LINEAR FEET OF ROW	6,930'
LINEAR FEET OF 50' ROW	6,106'
LINEAR FEET OF 114' ROW	824'
ACREAGE OF ROW	9.398 ACRES
NUMBER OF SINGLE FAMILY LOTS	113
ACREAGE OF SINGLE FAMILY LOTS	19.820 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	4
ACREAGE OF NON-RESIDENTIAL LOTS	21.416 ACRES
TOTAL NUMBER OF LOTS	117

202100232

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 50.634 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, AND CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN 3.700 ACRES OF OLD KIMBRO ROAD CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP, INC., AN 80 FOOT WIDE RIGHT-OF-WAY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 2, SECTION 1A" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 50.634 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS PHASE 2, SECTION 1A" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 20 2021

BY: [Signature]
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION

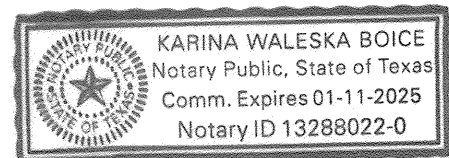
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jill Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August 2021.

[Signature]
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 1328022-0
MY COMMISSION EXPIRES: 01.11.2025
COUNTY OF WILLIAMSON
THE STATE OF TEXAS



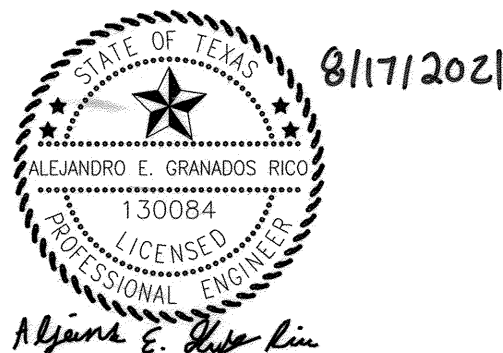
STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

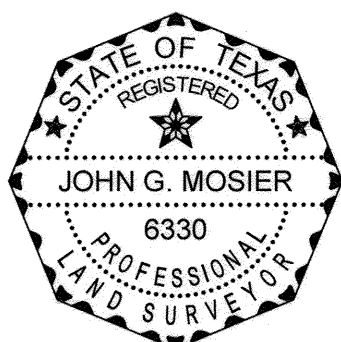
[Signature]
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature] 8-19-21
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com



SURVEYOR'S NOTES
1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- 4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
- 9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- 12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
(SEE TYPICAL SETBACK DETAIL)
FRONT YARD - 20'
REAR YARD - 25'
SIDE YARD - 5'
STREET SIDE YARD - 15'
- 13. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
- 14. LOT 6, BLOCK D, DRAINAGE LOT IS DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 6, BLOCK D, DRAINAGE LOT IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018 AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 6, BLOCK D, DRAINAGE LOT, UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
- 15. LOT 19, BLOCK D, DRAINAGE LOT, LOT 26, BLOCK D, DRAINAGE LOT AND LOT 31, BLOCK D, DRAINAGE LOT ARE TO BE DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING AND MAINTAINING LANDSCAPING IN THE DRAINAGE LOTS. THE CITY OF MANOR WILL MAINTAIN THE PUBLIC STORM INFRASTRUCTURE LOCATED IN THE DRAINAGE LOTS.
- 16. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE: 7th DAY OF Sept 2021

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE: 11th DAY OF Aug 2021

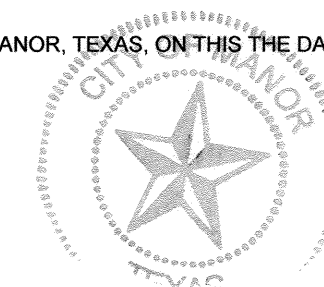
APPROVED: [Signature]
PHILIP TRYON, CHAIRPERSON

ATTEST: [Signature]
LLOVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE: 11th DAY OF Aug 2021

APPROVED: [Signature]
DR. LARRY WALLACE JR., MAYOR

ATTEST: [Signature]
LLOVIA ALMARAZ, CITY SECRETARY



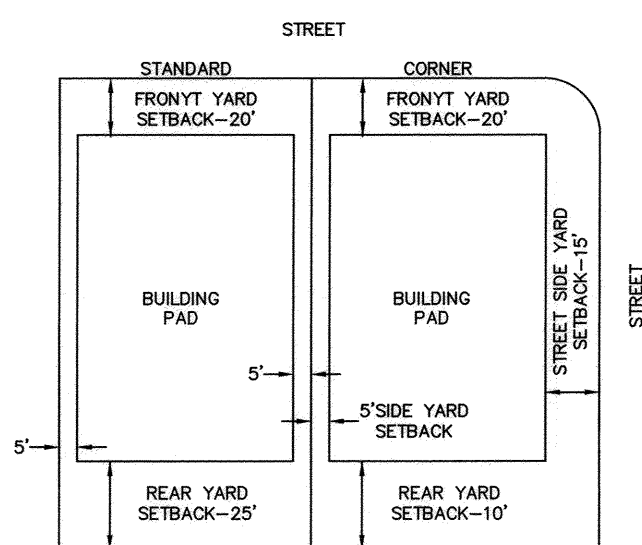
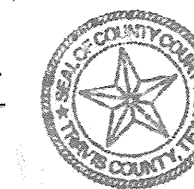
COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE: 28 DAY OF September 2021 AT 11:36 O'CLOCK A, DULY RECORDED ON THE DAY OF 28 DAY OF Sept, 2021 AT 11:36 O'CLOCK AM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100232 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 28 DAY OF September 2021

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]
DEPUTY
E. MEDINA



TYPICAL SETBACK DETAIL
NOT TO SCALE

MANOR HEIGHTS PHASE 2, SECTION 1A
50.634 ACRES

BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, 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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	APS	JGM	8/17/2021	069255703	6 OF 6

2022001202

A METES AND BOUNDS DESCRIPTION OF A 50.634 ACRE TRACT OF LAND

BEING a 50.634 acre (2,205,608 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of that certain 90.0886 acre tract of land described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 2019171725 corrected in Document No. 2019176021 of the Official Public Records of Travis County, and a portion of that certain 3.700 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 202152193, Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwestern-most corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Km Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County;

THENCE, South 28°30'46" West, 1781.55 feet, departing the southerly right-of-way line of said Old Kimbro Road and along the northwesterly line of said 51.533 acre tract to a 1/2-inch iron rod found marking the northeast corner of a called 1.703 acre Tract II described in instrument to Thuy Trang Ngoc Vu and Thanh Kim Nguyen recorded in Document No. 2019146907 of the Official Public Records of Travis County;

THENCE, North 62°52'52" West, 172.05 feet, departing the northwesterly line of said 51.533 acre tract and along the northerly line of said Tract II to a 1/2-inch iron pipe found marking the northern-most corner of said Tract II, same being the northeastern-most corner of a called 4.981 acre tract of land described in instrument to Grace Covenant Christian Center of Austin, Inc. recorded in Document No. 2018034144 of the Official Public Records of Travis County;

THENCE, North 62°11'08" West, 390.53 feet along the northeasterly line of said 4.981 acre tract to a 1/2-inch iron rod found marking the northern-most corner of said 4.981 acre tract;

THENCE, departing from said 4.981 acre tract and crossing said 90.0886 acre tract, the following thirty-nine (39) courses and distances:

- 1. North 86°32'13" West, 54.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 85°44'38" West, 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 4°15'22" West, 175.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 85°44'38" East, 15.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. North 4°15'22" West, 310.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. North 4°14'34" West, 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. North 1°58'12" West, 47.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 5°3'706" East, 46.79 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 17°28'23" East, 58.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 7°45'03", a radius of 825.00 feet, a chord bearing and distance of North 68°39'06" West, 111.52 feet, and a total arc length of 111.60 feet to a point of reverse curvature;
11. in a southwesterly direction, along a tangent reverse curve to the left, a central angle of 97°22'38", a radius of 15.00 feet, a chord bearing and distance of South 66°32'07" West, 22.53 feet, and a total arc length of 25.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
12. South 17°27'55" West, 6.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 72°54'57" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 1°50'28", a radius of 525.00 feet, a chord bearing and distance of North 18°00'20" East, 16.87 feet, and a total arc length of 16.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
15. North 19°08'40" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
16. in a northwesterly direction, along a tangent curve to the left, a central angle of 78°36'23", a radius of 15.00 feet, a chord bearing and distance of North 19°56'26" West, 19.00 feet, and a total arc length of 20.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
17. North 59°06'20" West, 3.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
18. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 11°42'16", a radius of 825.00 feet, a chord bearing and distance of North 53°06'54" West, 168.24 feet, and a total arc length of 168.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
19. in a southwesterly direction, along a tangent reverse curve to the left, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of South 89°06'07" West, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
20. South 45°28'00" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 44°32'00" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 45°28'00" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
23. in a northeasterly direction, along a tangent curve to the left, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of North 1°49'53" East, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
24. in a northwesterly direction, along a tangent reverse curve to the right, a central angle of 9°04'25", a radius of 825.00 feet, a chord bearing and distance of North 37°16'02" West, 130.51 feet, and a total arc length of 130.65 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
25. North 32°43'50" West, 103.99 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
26. in a northwesterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of North 77°43'50" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
27. South 57°16'10" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
28. North 33°52'34" West, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
29. in a northeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of North 12°16'10" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
30. North 32°43'50" West, 8.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
31. in a northwesterly direction, along a tangent curve to the left, a central angle of 4°30'37", a radius of 285.50 feet, a chord bearing and distance of North 34°59'08" West, 22.47 feet, and a total arc length of 22.47 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
32. North 37°14'27" West, 27.24 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
33. in a northwesterly direction, along a tangent curve to the right, a central angle of 4°30'37", a radius of 314.50 feet, a chord bearing and distance of North 34°59'08" West, 24.75 feet, and a total arc length of 24.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
34. North 32°43'50" West, 35.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
35. in a northwesterly direction, along a tangent curve to the left, a central angle of 87°00'00", a radius of 25.00 feet, a chord bearing and distance of North 76°13'50" West, 34.42 feet, and a total arc length of 37.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
36. South 60°16'10" West, 359.33 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
37. in a southwesterly direction, along a tangent curve to the left, a central angle of 33°44'24", a radius of 1042.98 feet, a chord bearing and distance of South 43°24'00" West, 605.35 feet, and a total arc length of 614.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
38. South 26°31'49" West, 93.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
39. North 63°36'50" West, 17.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner on the southeasterly right-of-way line of aforesaid Old Kimbro Road;

- THENCE, along the southeasterly right-of-way line of said Old Kimbro Road, the following thirty-one (31) courses and distances:
1. North 26°31'49" East, 589.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for a point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 17°57'27", a radius of 533.10 feet, a chord bearing and distance of North 35°21'29" East, 166.40 feet, and a total arc length of 167.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. in a southwesterly direction, along a tangent reverse curve to the right a central angle of 76°37'27", a radius of 25.00 feet, a chord bearing and distance of South 6°01'28" West, 31.00 feet, and a total arc length of 33.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
4. South 32°17'16" East, 21.93 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. in a southeasterly direction, along a tangent reverse curve to the right a central angle of 88°16'44", a radius of 25.00 feet, a chord bearing and distance of South 76°25'38" East, 34.82 feet, and a total arc length of 38.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. in a southeasterly direction, along a tangent reverse curve to the right a central angle of 0°50'10", a radius of 1157.00 feet, a chord bearing and distance of North 59°51'05" East, 16.88 feet, and a total arc length of 16.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
7. North 60°16'10" East, 450.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. in a northeasterly direction, along a tangent curve to the right, a central angle of 1°12'6", a radius of 943.00 feet, a chord bearing and distance of North 59°40'07" East, 19.78 feet, and a total arc length of 19.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 30°55'56" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

- 10. in a southwesterly direction, along a tangent reverse curve to the left a central angle of 91°47'54", a radius of 25.00 feet, a chord bearing and distance of South 13°1007" West, 35.91 feet, and a total arc length of 40.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
11. South 32°43'50" East, 29.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. in a southeasterly direction, along a tangent curve to the right a central angle of 4°30'37", a radius of 310.50 feet, a chord bearing and distance of North 30°28'31" West, 24.44 feet, and a total arc length of 24.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
13. South 28°13'13" East, 39.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. in a southeasterly direction, along a tangent reverse curve to the left a central angle of 4°30'37", a radius of 300.00 feet, a chord bearing and distance of South 30°28'31" East, 23.61 feet, and a total arc length of 23.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
15. South 32°43'50" East, 139.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 57°16'10" East, 50.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. in a northeasterly direction, along a tangent curve to the left, a central angle of 9°40'4", a radius of 275.00 feet, a chord bearing and distance of South 52°26'8" West, 46.35 feet, and a total arc length of 46.40 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. South 42°18'43" East, 164.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. South 46°57'55" East, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. South 51°42'8" East, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. South 62°25'55" East, 57.28 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 27°34'5" East, 235.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. South 62°25'55" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. North 27°34'5" East, 110.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
25. South 62°25'55" East, 160.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
26. South 87°24'0" East, 50.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
27. North 85°44'38" East, 117.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
28. in a southwesterly direction, along a tangent reverse curve to the left a central angle of 9°15'1", a radius of 325.00 feet, a chord bearing and distance of South 3°44'30" West, 51.17 feet, and a total arc length of 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
29. North 89°13'34" East, 184.61 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
30. North 4°15'22" West, 46.92 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
31. North 16°33'21" East, 165.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
32. North 73°27'25" West, 124.97 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, Along the southern right-of-way line of said Old Kimbro Road, the following three (3) courses and distances:
1. in a northeasterly direction, along a tangent curve to the right, a central angle of 84°16'56", a radius of 20.00 feet, a chord bearing and distance of North 61°43'42" East, 26.84 feet, and a total arc length of 29.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. in a southeasterly direction, along a tangent curve to the right, a central angle of 9°41'07", a radius of 1140.00 feet, a chord bearing and distance of South 80°58'23" East, 192.48 feet, and a total arc length of 192.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 85°48'57" East, 1066.68 feet to the POINT OF BEGINNING, and containing 50.634 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 grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK B LOT 13 through BLOCK E LOT 14.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK E LOT 15 through R.O.W.

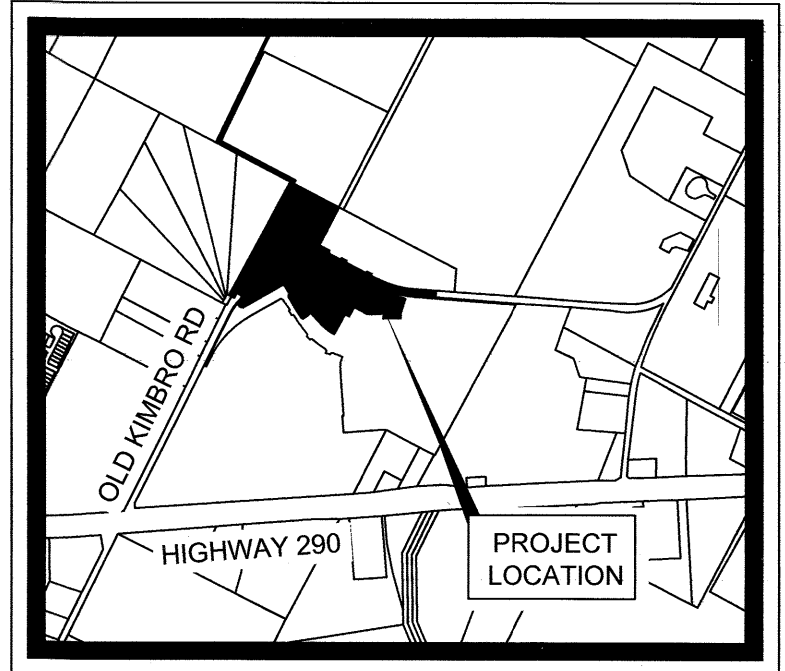
MANOR HEIGHTS PHASE 2, SECTION 1A 50.634 ACRES BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn logo and contact information: 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

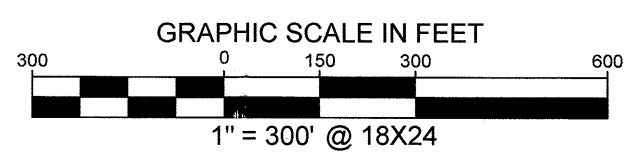
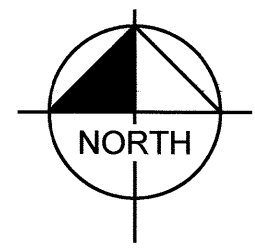
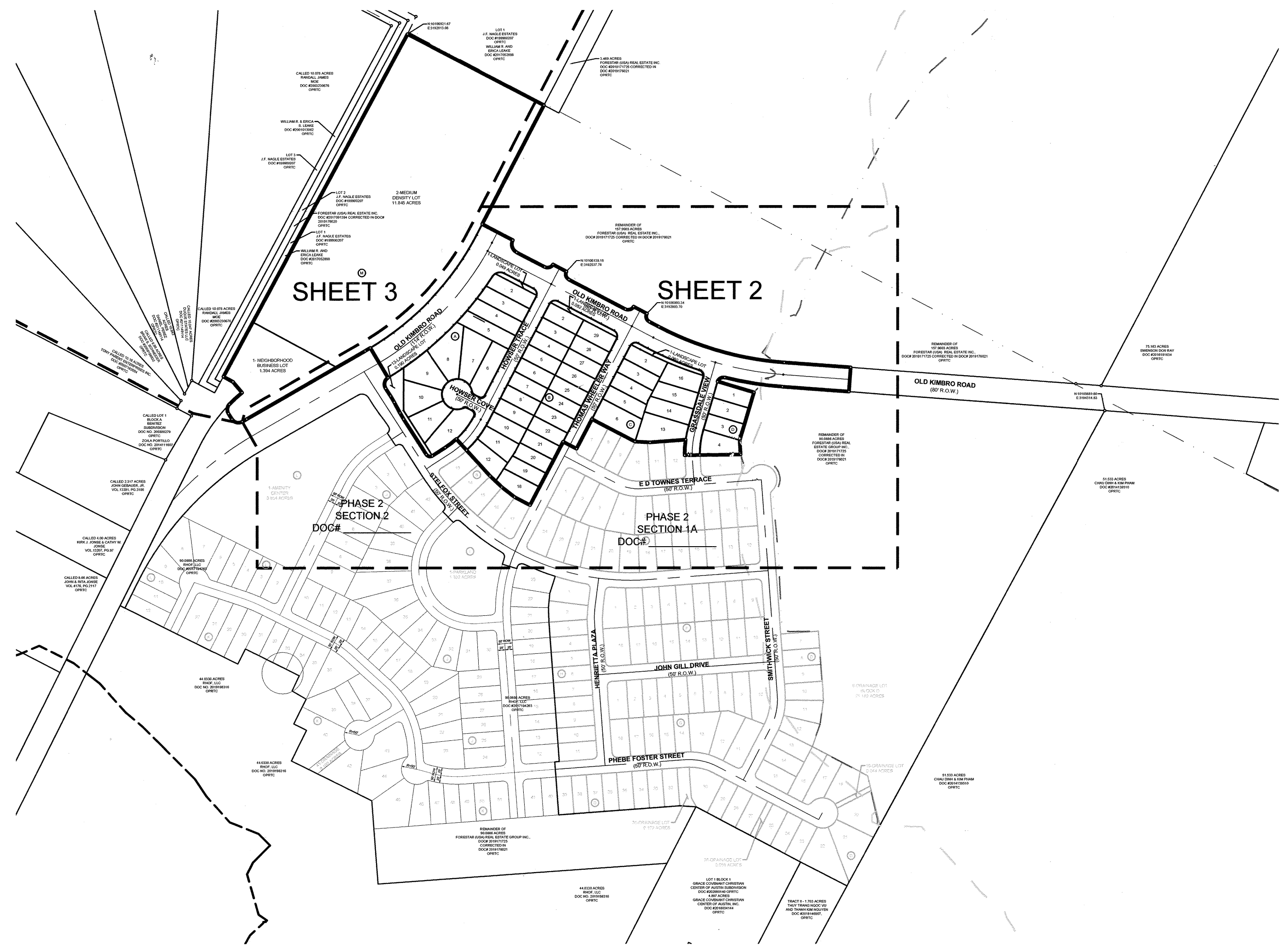
Table with columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, APS, JGM, 8/17/2021, 069255703, 6 OF 6

DWS NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLANS\MANOR HEIGHTS 2-1A.DWG PLOTTED BY: GONZALEZ, DAVID 8/17/2021 3:29 PM LAST SAVED 8/17/2021 3:29 PM

202100237



VICINITY MAP
SCALE: 1" = 2,000'



GENERAL INFORMATION:

TOTAL ACREAGE.....	27.686 ACRES
TOTAL LINEAR FEET OF ROW.....	3,468'
LINEAR FEET OF 50' ROW.....	1,593'
LINEAR FEET OF 80' ROW.....	1,287'
LINEAR FEET OF 114' ROW.....	589'
ACREAGE OF ROW.....	5.526 ACRES
NUMBER OF SINGLE FAMILY LOTS.....	47
ACREAGE OF SINGLE FAMILY LOTS.....	8.520 ACRES
NUMBER OF MULTI FAMILY LOTS.....	1
ACREAGE OF MULTI FAMILY LOTS.....	11.845 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	5
ACREAGE OF NON-RESIDENTIAL LOTS.....	1.795 ACRES
TOTAL NUMBER OF LOTS.....	53

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

MANOR HEIGHTS PHASE 2, SECTION 1B
27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn

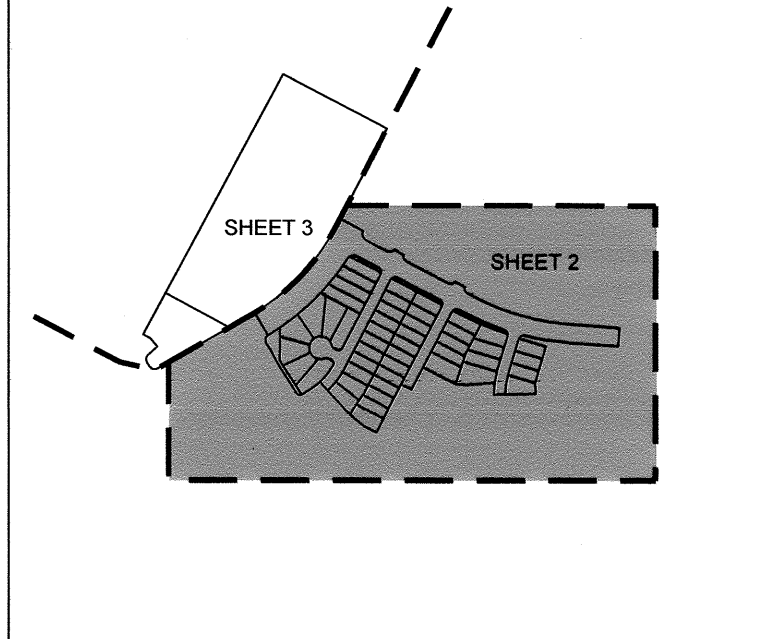
601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	APS	JGM	8/17/2021	069255703	1 OF 5

LEGEND

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W/ CAP
- IPF IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- SIDEWALK
- (A)** BLOCK IDENTIFIERS

SHEET KEY



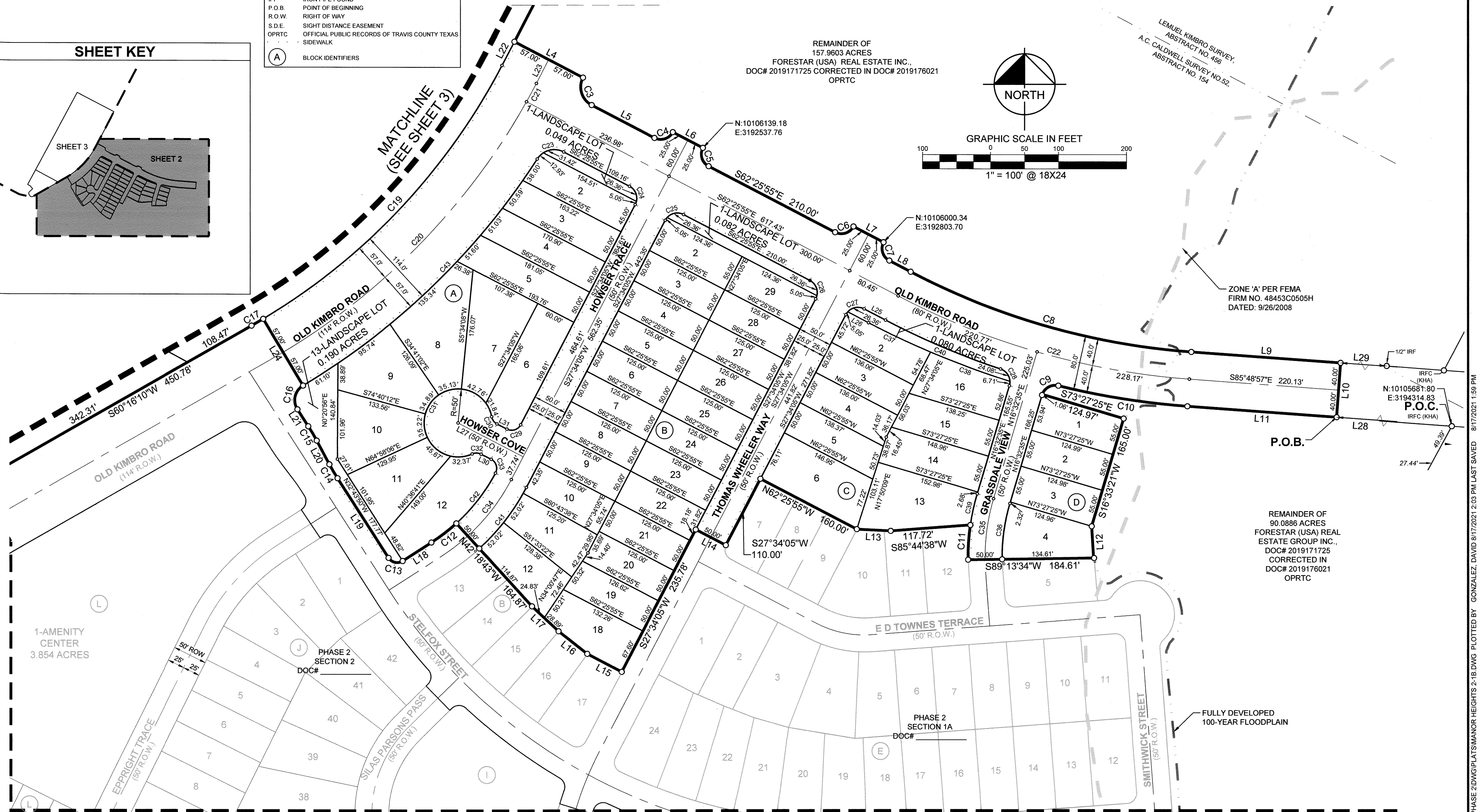
REMAINDER OF
157.9603 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC# 2019171725 CORRECTED IN DOC# 2019176021
OPRTC



LEMUEL KIMBRO SURVEY,
ABSTRACT NO. 456
A.C. CALDWELL SURVEY NO. 52,
ABSTRACT NO. 154

ZONE 'A' PER FEMA
FIRM NO. 48453C0505H
DATED: 9/26/2008

REMAINDER OF
90.0886 ACRES
FORESTAR (USA) REAL
ESTATE GROUP INC.,
DOC# 2019171725
CORRECTED IN
DOC# 2019176021
OPRTC



1-AMENITY
CENTER
3.854 ACRES

PHASE 2
SECTION 2
DOC#

PHASE 2
SECTION 1A
DOC#

FULLY DEVELOPED
100-YEAR FLOODPLAIN

GENERAL INFORMATION:

TOTAL ACREAGE.....	27.686 ACRES
TOTAL LINEAR FEET OF ROW.....	3,468'
LINEAR FEET OF 50' ROW.....	1,593'
LINEAR FEET OF 80' ROW.....	1,287'
LINEAR FEET OF 114' ROW.....	589'
ACREAGE OF ROW.....	5.526 ACRES
NUMBER OF SINGLE FAMILY LOTS.....	47
ACREAGE OF SINGLE FAMILY LOTS.....	8,520 ACRES
NUMBER OF MULTI FAMILY LOTS.....	1
ACREAGE OF MULTI FAMILY LOTS.....	11.845 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	5
ACREAGE OF NON-RESIDENTIAL LOTS.....	1.795 ACRES
TOTAL NUMBER OF LOTS.....	53

MANOR HEIGHTS PHASE 2, SECTION 1B
27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE
AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN
DOCUMENT NO. 2019171725, AND IN CORRECTION DEED
IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC
RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT
CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN
DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52,
ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY,
TEXAS

Kimley»Horn

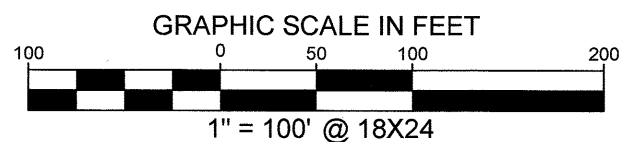
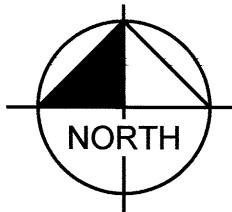
601 NW Loop 410, Suite 350 Tel. No. (210) 541-9166
San Antonio, Texas 78216 FIRM # 10193973 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	APS	JGM	8/17/2021	069255703	2 OF 5

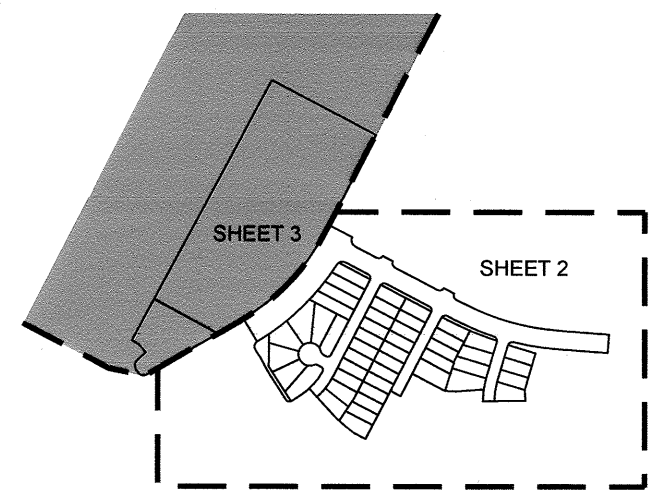
DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HTS 2-1B.DWG PLOTTED BY: GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED: 8/17/2021 1:59 PM

2021001237

Item 17.



SHEET KEY



LEGEND

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W CAP
- IPF IRON PIPE FOUND
- P.O.B POINT OF BEGINNING
- R.O.W RIGHT OF WAY
- S.D.E SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- SIDEWALK
- (A) BLOCK IDENTIFIERS

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	76°37'28"	25.00'	33.43'	N06°01'28"E	31.00'
C2	6°04'52"	533.10'	56.58'	N47°22'38"E	56.55'
C3	89°58'58"	30.00'	47.11'	S17°26'26"E	42.42'
C4	90°00'00"	20.00'	31.42'	N72°34'05"E	28.28'
C5	90°00'00"	20.00'	31.42'	S17°25'55"E	28.28'
C6	90°00'00"	20.00'	31.42'	N72°34'05"E	28.28'
C7	90°00'00"	20.00'	31.42'	S17°25'55"E	28.28'
C8	23°23'02"	1060.00'	432.61'	S74°07'26"E	429.62'
C9	84°16'56"	20.00'	29.42'	S61°43'42"W	26.84'
C10	9°41'07"	1140.00'	192.71'	N80°58'23"W	192.48'
C11	9°01'51"	325.00'	51.23'	N03°44'30"E	51.17'
C12	9°40'04"	275.00'	46.40'	S52°26'08"W	46.35'
C13	90°00'00"	15.00'	23.56'	S77°43'50"E	21.21'
C14	4°30'37"	300.00'	23.62'	N30°28'31"W	23.61'
C15	4°30'37"	310.50'	24.44'	N30°28'31"W	24.44'
C16	91°47'54"	25.00'	40.05'	N19°10'07"E	35.91'
C17	1°12'06"	943.00'	19.78'	S59°40'07"W	19.78'
C18	0°50'10"	1157.00'	16.88'	S69°51'05"W	16.88'
C19	31°31'01"	943.00'	518.72'	N43°18'34"E	512.21'
C20	31°31'01"	1000.00'	550.07'	N43°18'34"E	543.17'
C21	1°45'23"	1000.00'	30.65'	N28°25'45"E	30.65'
C22	23°23'02"	1100.00'	448.94'	S74°07'26"E	445.83'
C23	84°42'11"	30.00'	44.35'	S75°13'00"W	40.42'
C24	90°00'00"	20.00'	31.42'	N17°25'55"W	28.28'
C25	90°00'00"	20.00'	31.42'	S72°34'05"W	28.28'
C26	90°00'00"	20.00'	31.42'	N17°25'55"W	28.28'
C27	90°00'00"	20.00'	31.42'	S72°34'05"W	28.28'
C28	88°13'37"	20.00'	30.80'	N27°34'13"W	27.84'
C29	90°00'00"	15.00'	23.56'	N72°34'05"E	21.21'
C30	52°01'12"	15.00'	13.62'	S36°25'19"E	13.16'
C31	284°02'25"	50.00'	247.87'	S27°34'05"W	61.54'
C32	52°01'12"	15.00'	13.62'	N88°26'31"W	13.16'
C33	90°29'53"	15.00'	23.69'	N17°10'58"W	21.31'
C34	20°02'27"	300.00'	104.93'	N37°35'19"E	104.40'
C35	17°19'01"	300.00'	90.67'	S07°53'05"W	90.33'
C36	17°19'01"	275.00'	83.12'	N07°53'05"E	82.80'
C37	4°36'36"	1255.00'	100.97'	S64°44'13"E	100.95'
C38	5°40'34"	1255.00'	124.33'	S69°52'47"E	124.28'
C39	8°17'10"	325.00'	47.00'	N12°24'00"E	46.95'
C40	9°15'07"	1140.00'	184.08'	S67°03'28"E	183.88'
C41	20°02'49"	325.00'	113.71'	N37°35'30"E	113.13'
C42	29°12'12"	275.00'	140.17'	S42°40'04"W	138.65'
C43	26°12'10"	1057.00'	483.39'	N45°57'59"E	479.19'
C44	88°16'44"	25.00'	38.52'	N76°25'38"W	34.82'

LINE TABLE

NO.	BEARING	LENGTH
L1	N32°17'16"W	21.93'
L2	N40°17'42"W	46.07'
L3	N61°40'04"W	35.46'
L4	S62°26'57"E	114.00'
L5	S62°25'55"E	104.53'
L6	S62°25'55"E	50.00'
L7	S62°25'55"E	50.00'
L8	S62°25'55"E	35.45'
L9	S85°48'57"E	220.13'
L10	S04°11'03"W	80.00'
L11	N85°48'57"W	220.13'
L12	S03°24'11"E	46.91'
L13	N87°02'40"W	50.06'
L14	N62°25'55"W	50.00'
L15	S62°25'55"E	57.28'
L16	N51°42'08"W	53.72'
L17	N46°57'55"W	53.72'
L18	S57°16'10"W	50.27'
L19	N32°43'50"W	139.08'
L20	N28°13'13"W	39.54'
L21	N32°43'50"W	29.44'
L22	N27°33'03"E	39.32'
L23	N27°33'03"E	39.32'
L24	N30°55'56"W	114.00'
L25	N62°25'55"W	35.45'
L26	N62°25'55"W	34.50'
L27	N62°25'55"W	107.70'
L28	N85°48'57"W	846.55'
L29	S85°54'35"E	744.70'
L30	N62°25'55"W	16.45'
L31	N62°25'55"W	16.46'

GENERAL INFORMATION:

TOTAL ACREAGE..... 27.686 ACRES

TOTAL LINEAR FEET OF ROW..... 3,468'

LINEAR FEET OF 50' ROW..... 1,593'

LINEAR FEET OF 80' ROW..... 1,287'

LINEAR FEET OF 114' ROW..... 589'

ACREAGE OF ROW..... 5.526 ACRES

NUMBER OF SINGLE FAMILY LOTS..... 47

ACREAGE OF SINGLE FAMILY LOTS..... 8.520 ACRES

NUMBER OF MULTI FAMILY LOTS..... 1

ACREAGE OF MULTI FAMILY LOTS..... 11.845 ACRES

NUMBER OF NON-RESIDENTIAL LOTS..... 5

ACREAGE OF NON-RESIDENTIAL LOTS..... 1.795 ACRES

TOTAL NUMBER OF LOTS..... 53

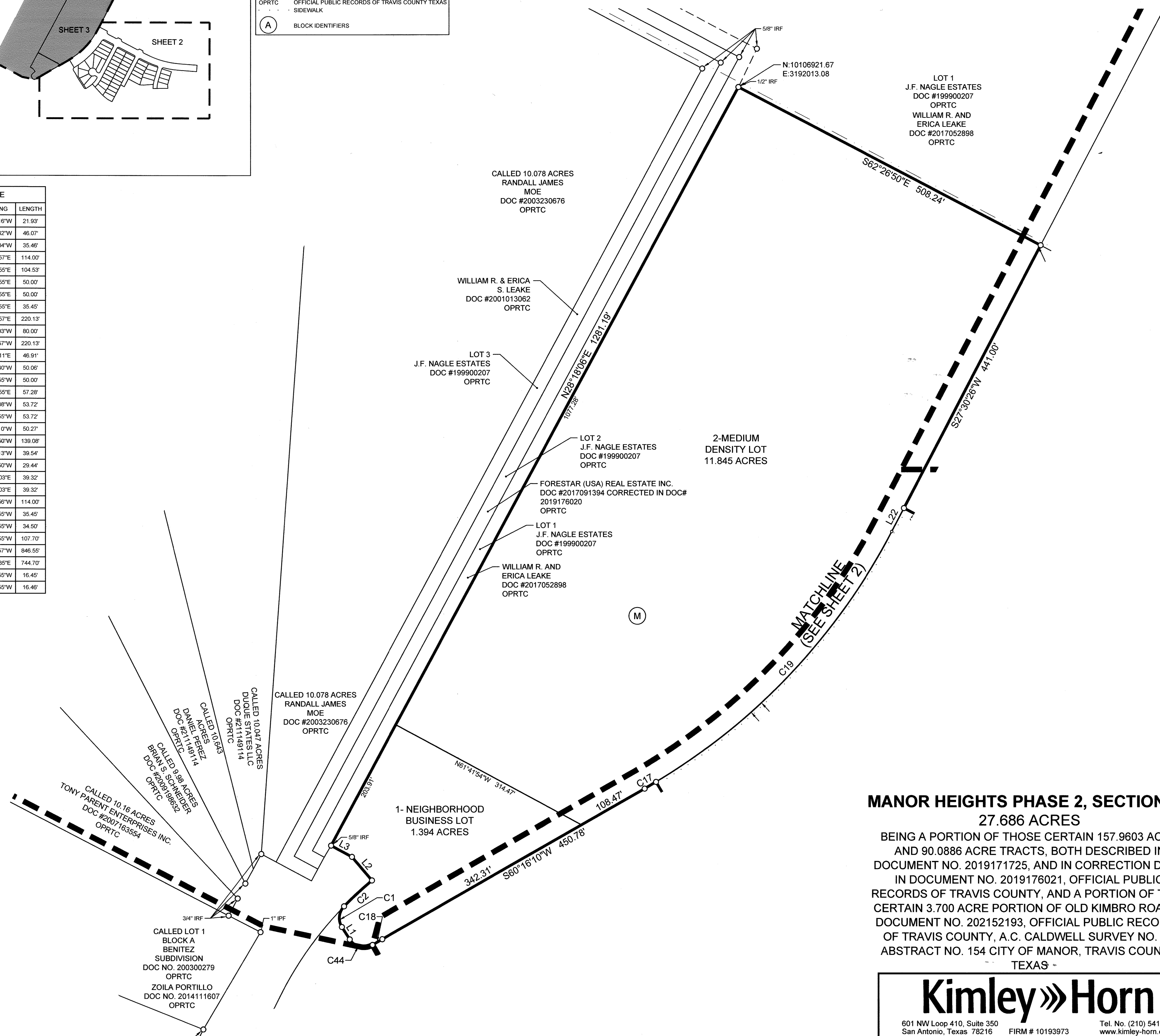
MANOR HEIGHTS PHASE 2, SECTION 1B
27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, 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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	APS	JGM	8/17/2021	069255703	3 OF 5



DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLAT\MANOR HEIGHTS 2-1B.DWG PLOTTED BY: GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED: 8/17/2021 1:59 PM

2022001202

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 27.686 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF OLD KIMBRO ROAD, AN 80 FOOT WIDE RIGHT-OF-WAY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 2, SECTION 1B" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 27.686 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS PHASE 2, SECTION 1B" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 20, 2021

BY: [Signature]
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION

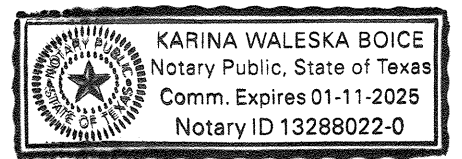
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006

THE STATE OF Texas §
COUNTY OF Williamson §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREBY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2021.

Karina Waleska Boice
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 13288022-0
MY COMMISSION EXPIRES: 01.11.2025
COUNTY OF Williamson
THE STATE OF TEXAS



STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 8-17-21
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

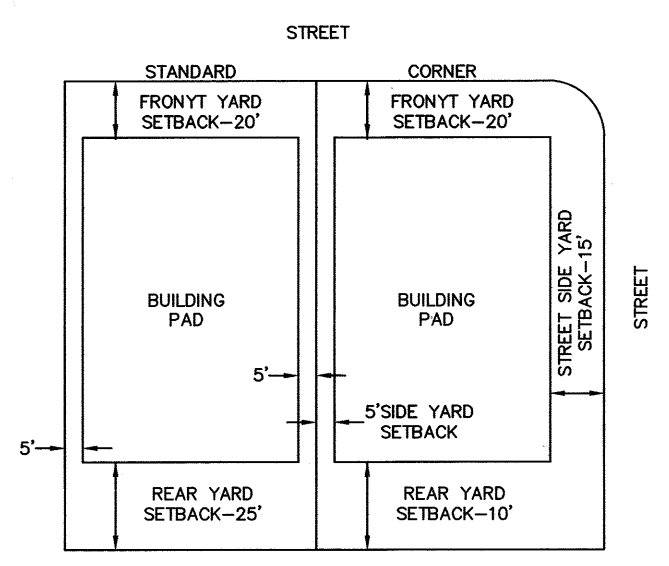


SURVEYOR'S NOTES

- 1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
- 2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- 4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
- 9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- 12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
(SEE TYPICAL SETBACK DETAIL)
FRONT YARD - 20'
REAR YARD - 25'
SIDE YARD - 5'
STREET SIDE YARD - 15'
- 13. LOT 1, BLOCK A, LANDSCAPE LOT, LOT 13, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT AND LOT 1, BLOCK C, LANDSCAPE LOT ARE DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
- 14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
- 15. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.



TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 7th DAY OF Sept. 2021

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF Aug. 2021

APPROVED: [Signature]
PHILIP TRYON, CHAIRPERSON

ATTEST: [Signature]
LUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF Aug. 2021

APPROVED: [Signature]
DR. LARRY WALLACE JR., MAYOR

ATTEST: [Signature]
LUVIA ALMARAZ, CITY SECRETARY



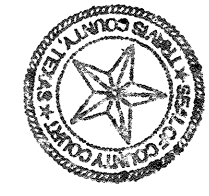
COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 14th DAY OF October 2021 AT 12:32 O'CLOCK PM, DULY RECORDED ON THE DAY OF 14th DAY OF October, 2021 AT 12:33 O'CLOCK P
IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100287, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 14th DAY OF October, 2021

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]
DEPUTY
E. MEDINA



MANOR HEIGHTS PHASE 2, SECTION 1B
27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, 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
Scale: N/A Drawn by: APS Checked by: JGM Date: 8/17/2021 Project No: 069255703 Sheet No: 4 OF 5

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLAT\MANOR HEIGHTS 2-1B.DWG PLOTTED BY: GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED: 8/17/2021 1:59 PM

202001202

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

BEING a 27.686 acre (1,205,981 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; being a portion of that certain 157.9603 acre tract of land and being a portion of that certain 90.0886 acre tract of land described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 2019171725 corrected in Document No. 2019176021 of the Official Public Records of Travis County, and a portion of that certain 3.700 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 202152193, Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwestern-most corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Km Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County;

THENCE, North 85°48'57" West, 846.55 feet, along the southern right-of-way line of said Old Kimbro Road to a **POINT OF BEGINNING**;

THENCE, Along the southern right-of-way line of said Old Kimbro Road, the following two (2) courses and distances:

1. North 85°48'57" West, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. in a northwesterly direction, along a tangent curve to the right, a central angle of 9°41'07", a radius of 1140.00 feet, a chord bearing and distance of North 80°58'23" West, 192.48 feet, and a total arc length of 192.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, crossing said 90.0886 acre tract, the following twenty-four (24) courses and distances:

1. in a southwesterly direction, along a tangent curve to the left, a central angle of 84°16'56", a radius of 20.00 feet, a chord bearing and distance of South 61°43'42" West, 26.84 feet, and a total arc length of 29.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 73°27'25" East, 124.97 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 16°33'21" West, 165.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 3°24'11" East, 46.91 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 89°13'23" West, 184.61 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. in a northeasterly direction, along a tangent reverse curve to the right a central angle of 9°51'51", a radius of 325.00 feet, a chord bearing and distance of North 3°44'30" East, 51.17 feet, and a total arc length of 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
7. South 85°44'38" West, 117.72.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 87°2'40" West, 50.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 62°25'55" West, 160.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. South 27°34'5" West, 110.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 62°25'55" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. South 27°34'5" West, 235.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. South 62°25'55" East, 57.28 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. North 51°42'8" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 46°57'55" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 42°18'43" West, 164.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. in a southwesterly direction, along a tangent curve to the right, a central angle of 9°40'4", a radius of 275.00 feet, a chord bearing and distance of South 52°26'8" West, 46.35 feet, and a total arc length of 46.40 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. South 57°16'10" West, 50.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. in a southeasterly direction, along a tangent reverse curve to the right a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of South 77°43'50" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
20. North 32°43'50" West, 139.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. in a northwesterly direction, along a tangent reverse curve to the right a central angle of 4°30'37", a radius of 300.00 feet, a chord bearing and distance of North 30°28'31" West, 23.61 feet, and a total arc length of 23.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
22. North 28°13'13" West, 39.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. in a northwesterly direction, along a tangent curve to the left a central angle of 4°30'37", a radius of 310.50 feet, a chord bearing and distance of North 30°28'31" West, 24.44 feet, and a total arc length of 24.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
24. North 32°43'50" West, 29.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
25. in a northeasterly direction, along a tangent reverse curve to the right a central angle of 91°47'54", a radius of 25.00 feet, a chord bearing and distance of North 13°10'07" East, 35.91 feet, and a total arc length of 40.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

THENCE, departing the southwesterly boundary line of said 90.0886 acre tract and crossing said Old Kimbro Road, the following four (4) courses and distances:

1. North 30°55'56" West, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 1°12'6", a radius of 943.00 feet, a chord bearing and distance of South 59°40'07" West, 19.78 feet, and a total arc length of 19.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 60°16'10" West, 450.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. in a southwesterly direction, along a non-tangent curve to the left, a central angle of 0°50'10", a radius of 1157.00 feet, a chord bearing and distance of South 59°51'05" West, 16.88 feet, and a total arc length of 16.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

THENCE, departing the southeasterly right-of-way line of and said Old Kimbro Road, the following four (4) courses and distances:

1. in a northwesterly direction, along a tangent reverse curve to the right a central angle of 88°16'44", a radius of 25.00 feet, a chord bearing and distance of North 76°25'38" West, 34.82 feet, and a total arc length of 38.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
2. North 32°17'16" West, 21.93 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 40°17'42" West, 46.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 61°40'04" West, 35.46 feet to a 5/8-inch iron rod found marking the southwestern-most corner of aforesaid 157.9603 acre tract on the southeasterly line of Lot 1 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Official Public Records of Travis County;

THENCE, along the boundary of said Lot 1, the following two (2) courses and distances:

1. North 28°18'06" East, 1281.19 feet to a 1/2-inch iron rod found for corner;
2. South 62°26'50" East, 508.24 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the easterly southeast corner of said Lot 1, same being the southwest corner of a called 3.469 acre tract of land described in instrument to Forestar (USA) Real Estate, Inc. recorded in Document No. 2019171724 of the Official Public Records of Travis County;

THENCE, departing from said Lot 1 and said 3.469 acre tract and crossing said 157.9603 acre tract, the following fourteen (14) courses and distances:

1. South 27°30'26" West, 441.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 62°26'57" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. in a southeasterly direction, along a non-tangent curve to the left, a central angle of 89°58'58", a radius of 30.00 feet, a chord bearing and distance of South 17°26'26" East, 42.42 feet, and a total arc length of 47.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
4. South 62°25'55" East, 104.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northeasterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 62°25'55" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. in a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 17°25'55" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of tangency;
8. South 62°25'55" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
9. in a northeasterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. South 62°25'55" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. in a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 17°25'55" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
12. South 62°25'55" East, 35.45 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;

13. in a southeasterly direction, along a tangent curve to the left, a central angle of 23°23'02", a radius of 1060.00 feet, a chord bearing and distance of South 74°07'26" East, 429.62 feet, and a total arc length of 432.61 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 85°48'57" East, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner on the northerly right-of-way line of aforesaid Old Kimbro Road;

THENCE, South 4°11'03" West, 80.00 feet, departing the northerly right-of-way line of said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 27.686 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 grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A LOT 1-LANDSCAPE	0.049	2,129
BLOCK A LOT 2	0.184	8,008
BLOCK A LOT 3	0.192	8,343
BLOCK A LOT 4	0.202	8,788
BLOCK A LOT 5	0.215	9,360
BLOCK A LOT 6	0.247	10,779
BLOCK A LOT 7	0.277	12,058
BLOCK A LOT 8	0.309	13,472
BLOCK A LOT 9	0.251	10,927
BLOCK A LOT 10	0.243	10,567
BLOCK A LOT 11	0.223	9,696
BLOCK A LOT 12	0.275	11,965
BLOCK A LOT 13-LANDSCAPE	0.190	8,291
BLOCK B LOT 1-LANDSCAPE	0.082	3,580
BLOCK B LOT 2	0.158	6,874
BLOCK B LOT 3	0.143	6,250
BLOCK B LOT 4	0.143	6,250
BLOCK B LOT 5	0.143	6,250
BLOCK B LOT 6	0.143	6,250
BLOCK B LOT 7	0.143	6,250
BLOCK B LOT 8	0.143	6,250
BLOCK B LOT 9	0.143	6,250
BLOCK B LOT 10	0.155	6,736
BLOCK B LOT 11	0.181	7,884
BLOCK B LOT 12	0.191	8,332
BLOCK B LOT 18	0.196	8,532
BLOCK B LOT 19	0.149	6,472
BLOCK B LOT 20	0.144	6,262
BLOCK B LOT 21	0.143	6,250
BLOCK B LOT 22	0.143	6,250
BLOCK B LOT 23	0.143	6,250
BLOCK B LOT 24	0.143	6,250
BLOCK B LOT 25	0.143	6,250
BLOCK B LOT 26	0.143	6,250
BLOCK B LOT 27	0.143	6,250
BLOCK B LOT 28	0.143	6,250
BLOCK B LOT 29	0.158	6,874
BLOCK C LOT 1-LANDSCAPE	0.080	3,465
BLOCK C LOT 2	0.161	7,033
BLOCK C LOT 3	0.156	6,800
BLOCK C LOT 4	0.156	6,816
BLOCK C LOT 5	0.164	7,133
BLOCK C LOT 6	0.268	11,680
BLOCK C LOT 13	0.281	12,244
BLOCK C LOT 14	0.192	8,357
BLOCK C LOT 15	0.181	7,898
BLOCK C LOT 16	0.189	8,231
BLOCK D LOT 1	0.158	6,875
BLOCK D LOT 2	0.158	6,874
BLOCK D LOT 3	0.158	6,873
BLOCK D LOT 4	0.197	8,601
BLOCK M LOT 1 - NEIGHBORHOOD BUSINESS	1.394	60,713
BLOCK M LOT 2 - MEDIUM DENSITY	11.845	515,982
BOUNDARY	27.686	1,205,981
R.O.W.	5.526	240,723

**MANOR HEIGHTS PHASE 2, SECTION 1B
27.686 ACRES**

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9186 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	APS	JGM	8/17/2021	069255703	5 OF 5

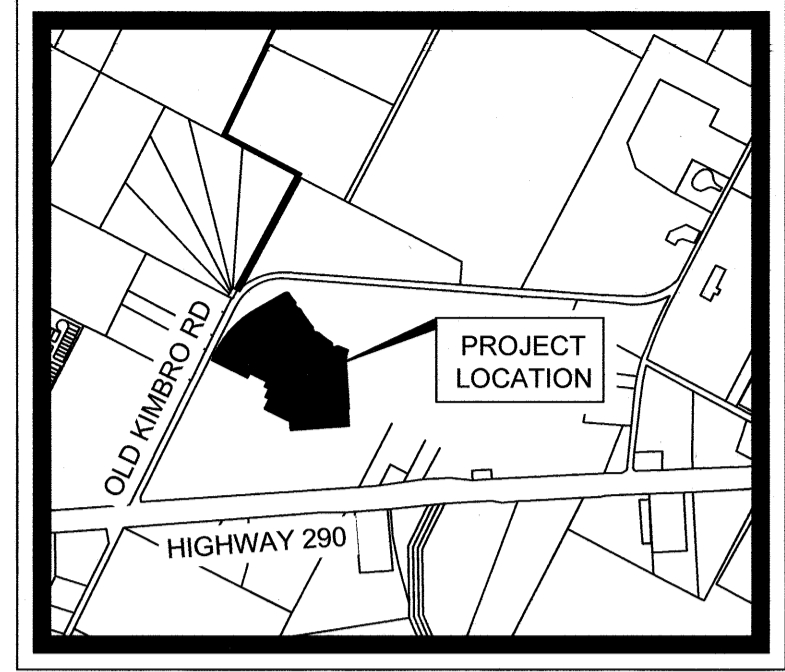
DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG PLOTTED BY: GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED: 8/17/2021 1:58 PM

09.22.2021

8102.00

202100221

Item 17.



VICINITY MAP
SCALE: 1" = 2,000'

GENERAL INFORMATION:

TOTAL ACREAGE	27.316 ACRES
TOTAL LINEAR FEET OF 50' ROW	3,954'
ACREAGE OF ROW	4,659 ACRES
NUMBER OF SINGLE FAMILY LOTS	91
ACREAGE OF SINGLE FAMILY LOTS	17.371 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	3
ACREAGE OF NON-RESIDENTIAL LOTS	5.286 ACRES
TOTAL NUMBER OF LOTS	94

LEGEND

IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
(A)	BLOCK IDENTIFIERS

REMAINDER OF 90.0886 ACRES FORESTAR (USA) REAL ESTATE GROUP INC., DOC# 2019171725 CORRECTED IN DOC# 2019176021 OPRTC

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

MANOR HEIGHTS PHASE 2, SECTION 2
27.316 ACRES
BEING A PORTION OF A CALLED 90.0886 ACRE TRACT
RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY,
A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154
CITY OF MANOR, 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

Scale	1" = 100'	Drawn by	APS	Checked by	JGM	Date	8/10/2021	Project No.	069255703	Sheet No.	1 OF 3
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CURVE TABLE					CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	33°44'24"	1042.96'	614.18'	N43°24'00"E	605.39'	C30	284°02'25"	50.00'	247.87'	S30°19'18"E	61.54'
C2	87°00'00"	25.00'	37.96'	S78°13'50"E	34.42'	C31	52°01'12"	15.00'	13.62'	S33°40'05"W	13.16'
C3	4°30'37"	314.50'	24.76'	S34°59'08"E	24.75'	C32	100°13'31"	15.00'	26.24'	N70°12'33"W	23.02'
C4	4°30'37"	285.50'	22.47'	S34°59'08"E	22.47'	C33	52°03'55"	15.00'	13.63'	N22°00'29"E	13.17'
C5	90°00'00"	15.00'	23.56'	S12°16'10"W	21.21'	C34	175°16'26"	50.00'	152.96'	S39°35'51"E	99.91'
C6	90°00'00"	15.00'	23.56'	S77°43'50"E	21.21'	C35	52°01'12"	15.00'	13.62'	S78°46'32"W	13.16'
C7	9°04'25"	825.00'	130.65'	S37°16'02"E	130.51'	C36	71°11'19"	15.00'	18.64'	S39°37'12"E	17.46'
C8	87°16'14"	15.00'	22.85'	S01°49'53"W	20.70'	C37	90°00'00"	15.00'	23.56'	N49°15'22"W	21.21'
C9	87°16'14"	15.00'	22.85'	N89°06'07"E	20.70'	C38	90°00'00"	15.00'	23.56'	S40°44'38"W	21.21'
C10	11°42'16"	825.00'	168.53'	S53°06'54"E	168.24'	C39	90°00'00"	15.00'	23.56'	S49°15'22"E	21.21'
C11	78°36'23"	15.00'	20.58'	S19°56'26"E	19.00'	C40	90°00'00"	15.00'	23.56'	N40°44'38"E	21.21'
C12	1°50'28"	525.00'	16.87'	S18°00'20"W	16.87'	C41	89°46'10"	15.00'	23.50'	N49°08'27"W	21.17'
C13	97°22'38"	15.00'	25.49'	N66°32'07"E	22.53'	C42	85°45'07"	15.00'	22.45'	N43°05'54"E	20.41'
C14	7°45'03"	825.00'	111.60'	S68°39'06"E	111.52'	C43	139°29'32"	205.00'	499.09'	S24°16'46"E	384.65'
C15	8°00'00"	500.00'	69.81'	N67°34'50"W	69.76'	C44	139°29'32"	155.00'	377.36'	S24°16'46"E	290.83'
C16	15°47'53"	300.00'	82.72'	N55°40'54"W	82.46'	C45	16°51'45"	525.00'	154.51'	S08°39'13"W	153.95'
C17	43°45'25"	300.00'	229.11'	N25°54'15"W	223.58'	C46	21°20'25"	475.00'	176.92'	S06°24'50"W	175.90'
C18	19°02'31"	300.00'	96.70'	S84°44'07"E	99.25'	C47	19°02'31"	275.00'	91.39'	S84°44'07"E	90.97'
C19	21°20'25"	500.00'	186.23'	S06°24'50"W	185.15'	C48	19°02'31"	325.00'	108.01'	S84°44'07"E	107.52'
C20	139°29'32"	180.00'	438.23'	S24°16'46"E	337.74'	C49	16°04'15"	275.00'	77.13'	N12°03'40"W	76.88'
C21	30°51'01"	300.00'	161.53'	S41°50'40"W	159.59'	C50	43°45'25"	325.00'	248.20'	N25°54'15"W	242.21'
C22	52°01'12"	15.00'	13.62'	N00°24'33"E	13.15'	C51	9°58'52"	275.00'	47.91'	N42°47'31"W	47.85'
C23	186°02'25"	50.00'	162.35'	S67°25'10"W	99.86'	C52	15°47'53"	325.00'	89.61'	N55°40'54"W	89.33'
C24	52°01'12"	15.00'	13.62'	S49°34'14"E	13.16'	C53	15°47'53"	275.00'	75.83'	N55°40'54"W	75.59'
C25	82°00'00"	15.00'	21.47'	S67°25'10"W	19.88'	C54	8°00'00"	525.00'	73.30'	N67°34'50"W	73.24'
C26	90°00'00"	15.00'	23.56'	N71°25'10"E	21.21'	C55	8°00'00"	475.00'	66.32'	N67°34'50"W	66.27'
C27	90°00'00"	15.00'	23.56'	S18°34'50"E	21.21'	C56	30°51'01"	325.00'	174.99'	S41°50'40"W	172.89'
C28	97°28'47"	15.00'	25.52'	N10°56'18"E	22.55'	C57	30°51'01"	275.00'	148.07'	S41°50'40"W	146.29'
C29	52°01'12"	15.00'	13.62'	N85°41'18"E	13.15'						

LINE TABLE				LINE TABLE			
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH		
L1	N32°43'50"W	35.18'	L18	S02°12'01"E	55.58'		
L2	S37°14'27"E	27.24'	L19	S04°15'22"E	50.00'		
L3	S33°43'50"E	8.19'	L21	S59°40'42"W	170.25'		
L4	S33°52'34"E	50.01'	L22	S45°28'00"W	61.30'		
L5	N57°16'10"E	4.00'	L23	S45°28'00"W	61.30'		
L6	S45°28'00"W	4.00'	L24	N85°58'28"E	47.28'		
L7	S44°32'00"E	50.00'	L25	N85°58'28"E	48.60'		
L8	N45°28'00"E	4.00'	L26	N85°44'38"E	95.00'		
L9	S59°06'20"E	3.98'	L27	S75°12'51"E	28.39'		
L10	S19°08'40"W	4.00'	L28	S75°12'51"E	5.83'		
L11	S72°54'57"E	50.00'	L29	S04°01'32"E	21.89'		
L12	N17°27'55"E	6.32'	L30	S04°01'32"E	44.54'		
L13	S04°01'32"E	73.17'	L31	S59°40'42"W	69.37'		
L14	S75°12'51"E	57.07'	L32	S59°40'42"W	74.94'		
L15	N85°58'28"E	87.12'	L33	N57°16'10"E	60.67'		
L16	S45°28'00"W	61.30'	L34	N57°16'10"E	59.67'		
L17	N57°16'10"E	60.17'	L35	N63°34'50"W	1.16'		

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HTS PHASE 2\DWG\PLOTTED BY: GONZALEZ, DAVID 8/17/2021 12:37 PM LAST SAVED: 8/17/2021 12:36 PM

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 27.316 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC. AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 2, SECTION 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 27.316 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS PHASE 2, SECTION 2" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED. SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 20 2021

BY: [Signature] FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

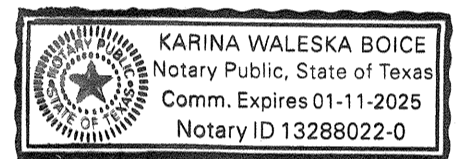
2221 E. LAMAR BLVD., SUITE 790 ARLINGTON, TEXAS 76006

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JILL SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2021.

[Signature] NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 13288022-0
MY COMMISSION EXPIRES: 11.2025
COUNTY OF WILLIAMSON
THE STATE OF TEXAS



STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature] ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature] JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

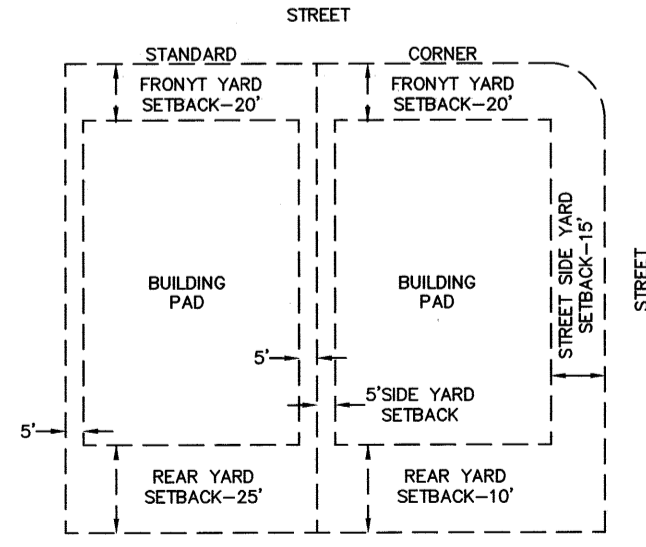


SURVEYOR'S NOTES

- 1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE MANOR HEIGHTS PHASE 2 SECTION 2 FINAL PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
13. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
(FRONT YARD - 20'
REAR YARD - 25'
SIDE YARD - 5'
STREET SIDE YARD - 15'
14. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
15. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
16. LOT 41, BLOCK K, OPEN SPACE DRAINAGE LOT, IS DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 41, BLOCK K, OPEN SPACE DRAINAGE LOT IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE CITY OF MANOR WILL MAINTAIN THE PUBLIC STORM INFRASTRUCTURE IN LOT 41, BLOCK K, OPEN SPACE DRAINAGE LOT.
17. DEDICATION AND CONVEYANCE OF LOT 1, BLOCK I, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK I, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
18. LOT 1, BLOCK L, AMENITY CENTER LOT WILL BE OWNED BY THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK L, AMENITY CENTER.
19. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.



TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 7th DAY OF Sept 2021

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12th DAY OF May 2021

APPROVED: [Signature] PHILIP TRYON, CHAIRPERSON

ATTEST: [Signature] LILUVA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12th DAY OF May 2021

APPROVED: [Signature] DR. LARRY WALLACE JR., MAYOR

ATTEST: [Signature] LILUVA ALMARAZ, CITY SECRETARY



COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 22 DAY OF September 2021 AT 12:36 O'CLOCK PM, DULY RECORDED ON THE DAY OF 22 DAY OF September 2021 AT 12:36 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100221 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 22 DAY OF September, 2021

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature] IRIS VELASQUEZ-ONTIVEROS DEPUTY



SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

MANOR HEIGHTS PHASE 2, SECTION 2

27.316 ACRES
BEING A PORTION OF A CALLED 90.0886 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS



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

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, APS, JGM, 8/10/2021, 069255703, 2 OF 3

A METES AND BOUNDS DESCRIPTION OF A 27.316 ACRE TRACT OF LAND

BEING a 27.316 acre (1,189,892 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; being a portion of a called 90.0886 acre tract of land described in instrument to Forestar (USA) Real Estate Group Inc. recorded in Document No. 2019171725, corrected in Document No. 2019176021 of the Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the southwesterly end of a curve on the southeasterly right-of-way line of Old Kimbro Road (80 feet wide) on the northwesterly line of said 90.0886 acre tract;

THENCE, South 26°31'49" West, along the southeasterly right-of-way line of said Old Kimbro Road, at a distance of 87.04 feet pass a concrete monument found on line, continuing for a total distance of 589.77 feet to the western-most southwest corner of said 90.0886 acre tract;

THENCE, South 63°36'50" East, 17.50 feet, departing the southeasterly right-of-way line of said Old Kimbro Road and along the southwesterly line of said 90.0886 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the POINT OF BEGINNING of the herein described tract;

- THENCE, departing the southwesterly line of and crossing said 90.0886 acre tract, the following thirty-seven (37) courses and distances:
1. North 26°31'49" East, 93.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 33°44'24", a radius of 1042.98 feet, a chord bearing and distance of North 43°24'00" East, 605.35 feet, and a total arc length of 614.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
3. North 60°16'10" East, 359.33 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
4. in a southeasterly direction, along a tangent curve to the right, a central angle of 87°00'00", a radius of 25.00 feet, a chord bearing and distance of South 76°13'50" East, 34.42 feet, and a total arc length of 37.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
5. South 32°43'50" East, 35.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
6. in a southeasterly direction, along a tangent curve to the left, a central angle of 4°30'37", a radius of 314.50 feet, a chord bearing and distance of South 34°59'08" East, 24.75 feet, and a total arc length of 24.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
7. South 37°14'27" East, 27.24 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
8. in a southeasterly direction, along a tangent curve to the right, a central angle of 4°30'37", a radius of 285.50 feet, a chord bearing and distance of South 34°59'08" East, 22.47 feet, and a total arc length of 22.47 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
9. South 32°43'50" East, 8.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
10. in a southwesterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of South 12°16'10" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 33°52'34" East, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 57°16'10" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
13. in a southeasterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of South 77°43'50" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
14. South 32°43'50" East, 103.99 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
15. in a southeasterly direction, along a tangent curve to the left, a central angle of 9°04'25", a radius of 825.00 feet, a chord bearing and distance of South 37°16'02" East, 130.51 feet, and a total arc length of 130.65 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
16. in a southwesterly direction, along a tangent reverse curve to the right, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of South 1°49'53" West, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
17. South 45°28'00" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. South 44°32'00" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. North 45°28'00" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
20. in a northeasterly direction, along a tangent curve to the right, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of North 89°06'07" East, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
21. in a southeasterly direction, along a tangent reverse curve to the left, a central angle of 11°42'16", a radius of 825.00 feet, a chord bearing and distance of South 53°06'54" East, 168.24 feet, and a total arc length of 168.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. South 59°06'20" East, 3.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
23. in a southeasterly direction, along a tangent curve to the right, a central angle of 78°36'23", a radius of 15.00 feet, a chord bearing and distance of South 19°56'26" East, 19.00 feet, and a total arc length of 20.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
24. South 19°08'40" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
25. in a southwesterly direction, along a tangent curve to the left, a central angle of 1°50'28", a radius of 525.00 feet, a chord bearing and distance of South 18°00'20" West, 16.87 feet, and a total arc length of 16.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
26. South 72°54'57" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
27. North 17°27'55" East, 6.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
28. in a northeasterly direction, along a tangent curve to the right, a central angle of 97°22'38", a radius of 15.00 feet, a chord bearing and distance of North 66°32'07" East, 22.53 feet, and a total arc length of 25.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
29. in a southeasterly direction, along a tangent reverse curve to the left, a central angle of 7°45'03", a radius of 825.00 feet, a chord bearing and distance of South 68°39'06" East, 111.52 feet, and a total arc length of 111.60 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
30. South 17°28'23" West, 58.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
31. South 5°37'06" West, 46.79 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
32. South 1°58'12" East, 47.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
33. South 4°14'34" East, 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
34. South 4°15'22" East, 310.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
35. South 85°44'38" West, 15.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
36. South 4°15'22" East, 175.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
37. South 85°44'38" West, 611.69 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the southwesterly line of said 90.0886 acre tract;

- THENCE, along the southwesterly lines of said 90.0886 acre tract, the following ten (10) courses and distances:
1. North 4°15'58" West, 92.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 63°41'58" West, 296.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 26°19'23" East, 112.46 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 63°36'46" West, 46.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. North 26°39'00" East, 91.45 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. North 60°21'11" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. North 26°43'42" East, 55.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 63°34'50" West, 198.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 25°31'49" West, 55.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 63°38'50" West, 415.09 feet to the POINT OF BEGINNING, and containing 27.316 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 grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Table with 3 columns: LOT TABLE, LOT TABLE, LOT TABLE. Each column has sub-columns for LOT NO., ACRES, and SQ. FT. Rows include BLOCK D LOT 40-41, BLOCK H LOT 12-19, BLOCK I LOT 1-PARKLAND, BLOCK J LOT 1-15, BLOCK K LOT 27-51, BLOCK L LOT 1-12, BOUNDARY, and ROW.

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 601 NW LOOP 410, SUITE 350 SAN ANTONIO, TEXAS 78216 PH: (210) 541-9166 FAX: (210) 541-8699 CONTACT: JOHN G. MOSIER, R.P.L.S. TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200 AUSTIN, TEXAS 78759 TBPE FIRM REGISTRATION NO. F-928 PH: (512) 418-1771 FAX: (512) 418-1791 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION 2221 E. LAMAR BLVD., SUITE 790 ARLINGTON, TEXAS 76006 DALLAS COUNTY CONTACT: JOHN MABERRY

MANOR HEIGHTS PHASE 2, SECTION 2 27.316 ACRES BEING A PORTION OF A CALLED 90.0886 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn logo and contact information: 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

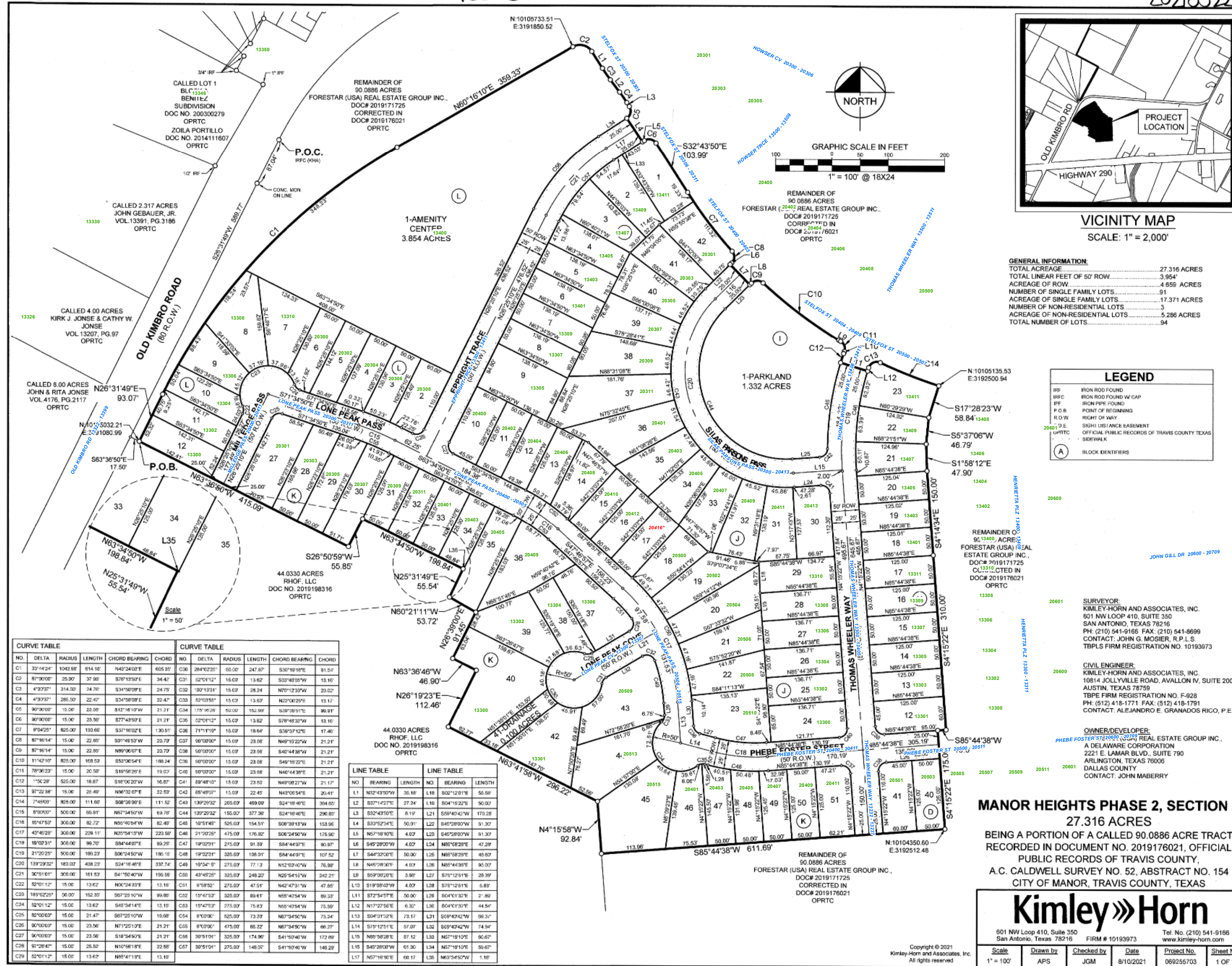
Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, APS, JGM, 8/10/2021, 069255703, 3 OF 3

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-DWG - PLOTTED BY: GONZALEZ, DAVID 8/17/2021 12:37 PM LAST SAVED: 8/17/2021 12:36 PM

09-22-2021

\$ 102.00

202100221



GENERAL INFORMATION:
 TOTAL ACRES 27.316 ACRES
 TOTAL LINEAR FEET OF 50' ROW 3,954'
 ACRES OF ROW 4.859 ACRES
 NUMBER OF SINGLE FAMILY LOTS 91
 ACRES OF SINGLE FAMILY LOTS 17.371 ACRES
 NUMBER OF NON-RESIDENTIAL LOTS 3
 ACRES OF NON-RESIDENTIAL LOTS 5.286 ACRES
 TOTAL NUMBER OF LOTS 94

LEGEND

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W/ CAP
- IPF IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SUBJ. SUBJUGATED EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- SWALK SIDEWALK
- (A) BLOCK IDENTIFIERS

OWNER/DEVELOPER:
 PHEBE POSTER (2004) REAL ESTATE GROUP INC.,
 A DELAWARE CORPORATION
 2221 E. LAMAR BLVD., SUITE 790
 ARLINGTON, TEXAS 76006
 DALLAS COUNTY
 CONTACT: JOHN MABERRY

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
 AUSTIN, TEXAS 78759
 TBPE FIRM REGISTRATION NO. F-628
 PH: (512) 418-1771 FAX: (512) 418-1791
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 501 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9165 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	33°42'24"	1342.88	814.18'	N43°24'02"E	655.35'
C2	87°30'00"	25.00'	37.96'	S78°13'52"E	34.42'
C3	47°37'51"	314.50'	24.76'	S34°58'09"E	24.79'
C4	47°37'51"	285.50'	22.41'	S34°58'09"E	22.42'
C5	90°00'00"	15.00'	23.56'	S77°42'50"E	21.21'
C6	90°00'00"	15.00'	23.56'	S77°42'50"E	21.21'
C7	97°54'25"	625.00'	133.66'	S31°16'02"E	130.51'
C8	87°16'14"	15.00'	22.85'	S01°49'53"W	23.79'
C9	87°16'14"	15.00'	22.85'	S01°49'53"W	23.79'
C10	11°42'10"	635.00'	168.53'	S50°06'54"E	168.24'
C11	78°36'23"	15.00'	20.58'	S19°56'28"E	19.02'
C12	1°02'28"	525.00'	18.87'	S18°02'20"W	16.87'
C13	97°22'38"	15.00'	28.49'	N06°32'07"E	23.52'
C14	7°45'03"	835.00'	11.60'	S08°35'09"E	11.52'
C15	87°00'00"	500.00'	69.81'	N63°54'50"W	69.79'
C16	18°47'53"	300.00'	80.72'	N55°04'54"E	82.49'
C17	43°46'59"	300.00'	228.11'	N25°54'13"W	223.58'
C18	18°02'31"	300.00'	96.70'	S84°44'48"E	99.29'
C19	21°02'29"	500.00'	195.22'	S06°24'50"W	186.11'
C20	139°29'32"	193.00'	438.23'	S24°18'48"E	337.74'
C21	305°16'11"	300.00'	181.53'	S84°10'40"W	159.58'
C22	50°10'12"	15.00'	13.62'	N06°34'33"E	13.16'
C23	189°02'29"	50.00'	162.39'	S87°25'10"W	99.89'
C24	92°10'12"	15.00'	13.62'	S48°34'14"E	13.10'
C25	82°00'00"	15.00'	21.47'	S87°25'10"W	19.58'
C26	90°00'00"	15.00'	23.56'	N71°25'12"E	21.21'
C27	90°00'00"	15.00'	23.56'	S18°34'50"E	21.21'
C28	97°28'47"	15.00'	25.52'	N10°56'18"E	22.85'
C29	52°01'12"	15.00'	13.62'	N89°41'19"E	13.16'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C28	284°02'22"	50.00'	247.87'	S30°18'18"E	81.54'
C29	02°01'12"	15.00'	13.62'	S33°48'29"W	13.16'
C30	109°13'31"	15.00'	28.24'	N07°02'39"W	23.02'
C31	175°16'28"	50.00'	152.99'	S39°53'51"E	96.81'
C32	02°01'12"	15.00'	13.62'	S78°48'32"W	13.16'
C33	71°11'19"	15.00'	18.64'	S38°31'12"E	17.46'
C34	50°00'00"	15.00'	23.56'	N49°19'22"W	21.21'
C35	50°00'00"	15.00'	23.56'	S40°44'38"W	21.21'
C36	50°00'00"	15.00'	23.56'	S49°19'22"E	21.21'
C37	50°00'00"	15.00'	23.56'	N46°44'38"E	21.21'
C38	50°00'00"	15.00'	23.56'	N49°19'22"W	21.21'
C39	50°00'00"	15.00'	23.56'	S40°44'38"E	21.21'
C40	50°00'00"	15.00'	23.56'	S49°19'22"E	21.21'
C41	50°00'00"	15.00'	23.56'	N46°44'38"E	21.21'
C42	50°00'00"	15.00'	23.56'	N49°19'22"W	21.21'
C43	139°29'32"	285.00'	469.09'	S24°18'48"E	394.60'
C44	139°29'32"	150.00'	377.36'	S24°18'48"E	296.80'
C45	18°51'48"	505.00'	154.51'	S08°38'12"W	153.96'
C46	19°02'28"	475.00'	176.82'	S08°24'50"W	175.99'
C47	19°02'28"	275.00'	91.39'	S54°44'37"E	80.89'
C48	19°02'28"	325.00'	108.91'	S44°44'37"E	107.52'
C49	19°54'5"	275.00'	77.13'	N12°02'40"W	76.89'
C50	43°40'25"	325.00'	248.20'	N25°54'13"W	242.21'
C51	97°58'52"	275.00'	47.61'	N42°47'31"W	47.85'
C52	157°47'32"	325.00'	89.61'	N55°04'54"W	89.33'
C53	87°00'00"	525.00'	73.29'	N63°34'50"W	73.24'
C54	87°00'00"	475.00'	65.32'	N63°34'50"W	66.27'
C55	38°51'01"	325.00'	174.96'	S41°40'40"W	172.89'
C56	30°51'01"	275.00'	148.07'	S41°40'40"W	146.29'
C57	157°16'16"	60.17'	1.25'	N63°34'50"W	1.16'

LINE TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N32°43'00"W	35.88'	L18	S02°12'01"E	55.68'
L2	S37°42'21"E	27.34'	L19	S04°19'22"E	50.92'
L3	S32°43'50"E	81.19'	L20	S59°40'42"W	173.28'
L4	S33°52'34"E	90.91'	L21	S45°29'00"W	51.32'
L5	N63°19'10"E	4.02'	L22	S45°29'00"W	51.32'
L6	S49°29'00"W	4.02'	L23	S45°29'00"W	47.29'
L7	S46°32'00"E	36.30'	L24	N63°19'10"E	48.87'
L8	N45°09'00"E	4.02'	L25	N63°19'10"E	90.07'
L9	S59°09'00"E	3.99'	L26	S75°12'51"E	28.39'
L10	S19°39'00"W	4.02'	L27	S75°12'51"E	6.83'
L11	S72°54'37"E	50.00'	L28	S04°01'30"E	2.80'
L12	N17°27'56"E	6.30'	L29	S04°01'30"E	44.84'
L13	S04°01'30"E	73.17'	L30	S09°42'42"W	99.37'
L14	S10°12'51"E	57.87'	L31	S09°42'42"W	74.94'
L15	N80°38'28"E	67.12'	L32	N63°19'10"E	90.67'
L16	S49°28'00"W	61.30'	L33	N63°19'10"E	99.67'
L17	N57°16'16"E	60.17'	L34	N63°19'10"E	1.16'

MANOR HEIGHTS PHASE 2, SECTION 2
 27.316 ACRES
 BEING A PORTION OF A CALLED 90.0886 ACRE TRACT
 RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL
 PUBLIC RECORDS OF TRAVIS COUNTY,
 A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154
 CITY OF MANOR, 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

Scale: 1" = 100' Drawn by: APS Checked by: JGM Date: 8/10/2021 Project No.: 069256703 Sheet No.: 1 OF 3



LEGEND

- Recently Assigned Addresses*
- Existing Addresses
- Address Range

Addressed Plat

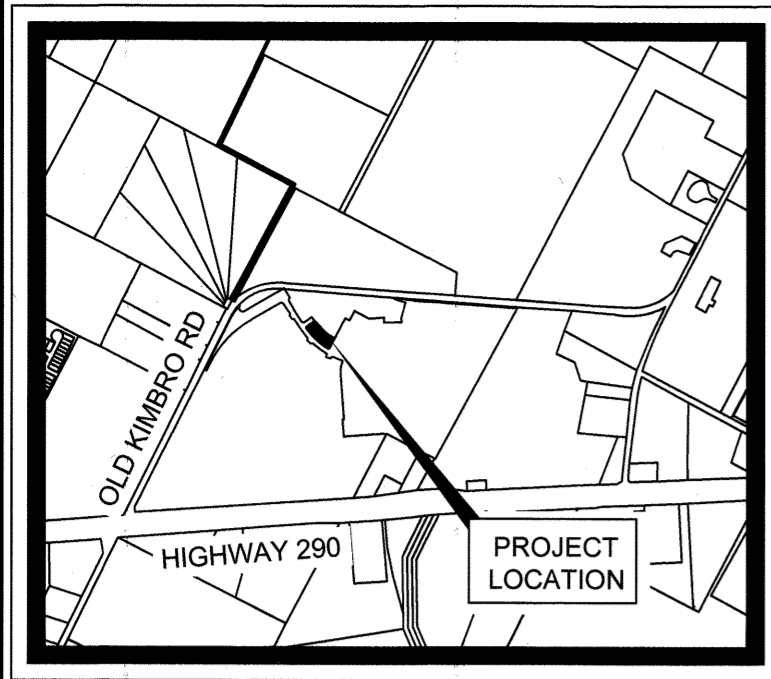
Document Number: 202100221
 Case Number: C8-MA-1182481
 Plat Number: 1182481
 Date Completed: 12/09/2021

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries. This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. Addresses are subject to change. To confirm addresses, please look at our Jurisdiction Web Map. <http://www.austintexas.gov/gis/JurisdictionsWebMap/>



AMENDED PLAT OF MANOR HEIGHTS PHASE 2 SECTION 1A AMENDING LOTS 13 - 17, BLOCK B, FINAL PLAT CITY OF MANOR, TRAVIS COUNTY, TEXAS

LEGEND	
○	1/2" IRON ROD W/ "KHA" CAP SET
---	SIDEWALK
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

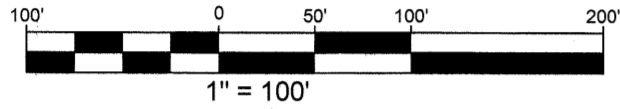


VICINITY MAP

SCALE: 1" = 2,000'



GRAPHIC SCALE IN FEET

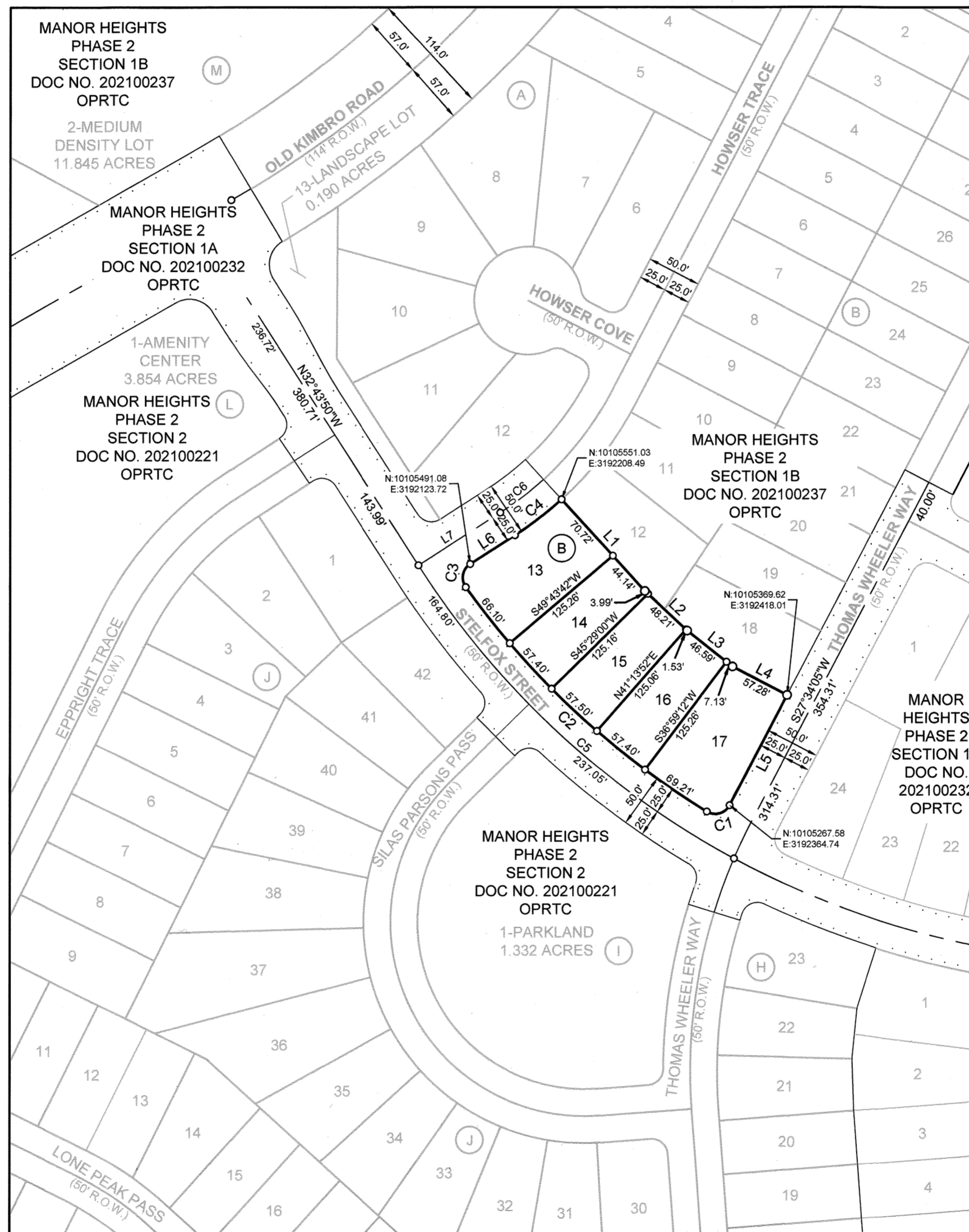


BEING LOT 13 (0.209 ACRES), LOT 14-16 (0.152 ACRES), AND LOT 17 (0.218) BLOCK B, IN MANOR HEIGHTS PHASE 2 SECTION 1A SUBDIVISION RECORDED IN DOCUMENT NO. 202100232, SAME BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S42°18'43"E	114.87'
L2	S46°57'55"E	53.72'
L3	S51°42'08"E	53.72'
L4	S62°25'55"E	57.28'
L5	S27°34'05"W	115.11'
L6	N57°16'10"E	49.21'
L7	N57°16'10"E	90.27'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	93°56'30"	15.00'	24.59'	S74°32'20"W	21.93'
C2	22°44'34"	775.00'	307.62'	N47°07'08"W	305.61'
C3	93°01'01"	15.00'	24.35'	N10°45'40"E	21.76'
C4	9°39'16"	325.00'	54.76'	N52°26'32"E	54.70'
C5	61°31'33"	800.00'	859.06'	N63°29'36"W	818.38'
C6	9°39'16"	300.00'	50.55'	N52°26'32"E	50.49'

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK B LOT 13	0.209	9,126
BLOCK B LOT 14	0.152	6,614
BLOCK B LOT 15	0.152	6,628
BLOCK B LOT 16	0.152	6,615
BLOCK B LOT 17	0.218	9,511



Kimley»Horn

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 321-3427 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF LOTS 13 - 17, BLOCK B, MANOR HEIGHTS PHASE 2 SECTION 1A PLAT OF WHICH RECORDED IN DOCUMENT NUMBER 202100232, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS, AND DO HEREBY AMEND SAID SUBDIVISION PLAT, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "AMENDED MANOR HEIGHTS PHASE 2, SECTION 1A" LOTS 13 - 17, BLOCK B, AND WHOSE NAME IS SUBSCRIBED HERETO IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "AMENDED MANOR HEIGHTS PHASE 2, SECTION 1A" LOTS 13 - 17, BLOCK B, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY 1-20, 2022

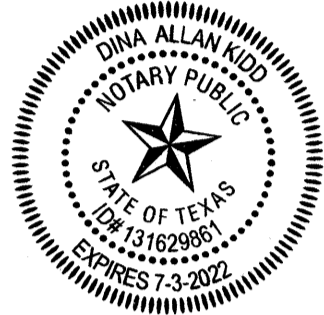
BY: Jeff Scott
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD, STE. 150
AUSTIN, TEXAS 78750
Jeff Scott, Authorized Agent

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT, KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20TH DAY OF JAN, 2022

Dina Allan Kidd
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 7-3-22
COUNTY OF TRAVIS
THE STATE OF TEXAS



THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



THE STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 1-17-22
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com



SURVEYOR'S NOTES:

- 1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
- 2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 20 DAY OF January, 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE 17TH DAY OF January, 2022

APPROVED: Julie Leonard
JULIE LEONARD, CHAIRPERSON

ATTEST: Luvia T. Almaraz
LUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 31ST DAY OF January, 2022

APPROVED: Christopher Harvey
HONORABLE DR. CHRISTOPHER HARVEY
MAYOR OF THE CITY OF MANOR, TEXAS

ATTEST: Luvia T. Almaraz
LUVIA T. ALMARAZ, CITY SECRETARY



COUNTY OF TRAVIS §
STATE OF TEXAS §

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 31ST DAY OF January, 2022 AT 12:30 O'CLOCK P.M., DULY RECORDED ON THE DAY OF Jan 31, 2022 AT 12:30 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202200023 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

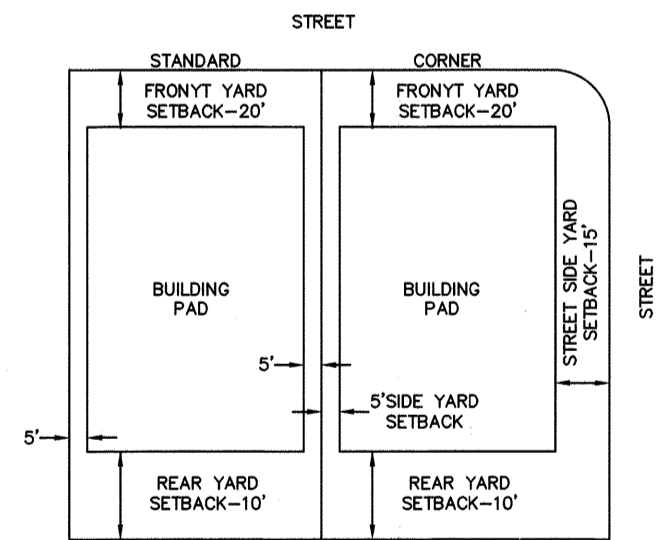
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 31ST DAY OF January, 2022 A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS
BY: A. Macedo
DEPUTY



GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
- 4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
- 9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- 12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
(SEE TYPICAL SETBACK DETAIL)
FRONT YARD - 20'
REAR YARD - 10'
SIDE YARD - 5'
STREET SIDE YARD - 15'
- 13. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
- 14. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF MANOR HEIGHTS PHASE 2 SECTION 1A, LOT(S) 13-17 BLOCK B. RECORDED IN DOCUMENT NUMBER 202100232, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.



TYPICAL SETBACK DETAIL
NOT TO SCALE

AMENDED PLAT OF MANOR HEIGHTS PHASE 2 SECTION 1A AMENDING LOTS 13 - 17, BLOCK B, FINAL PLAT CITY OF MANOR, TRAVIS COUNTY, TEXAS

BEING LOT 13 (0.209 ACRES), LOT 14-16 (0.152 ACRES), AND LOT 17 (0.218) BLOCK B, IN MANOR HEIGHTS PHASE 2 SECTION 1A SUBDIVISION RECORDED IN DOCUMENT NO. 202100232, SAME BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

Kimley»Horn

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 321-3427 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

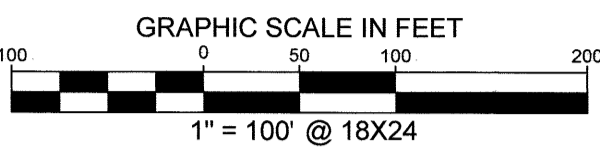
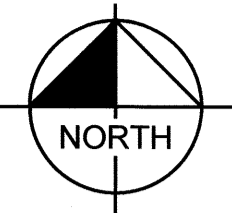
OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

\$129.00

6-21-22

202200160

Item 17.



LEGEND

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W/ CAP
- IRSC IRON ROD W/ CAP SET
- O 1/2" IRON ROD W/ "KHA" CAP SET
- IPF IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- SIDEWALK
- APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008
- FULLY DEVELOPED 100-YEAR FLOODPLAIN
- 1/2" IRON ROD SET IN CONCRETE W/ CAP "KHA"
- (A) BLOCK IDENTIFIERS

FORESTAR (USA) REAL ESTATE GROUP, INC.
DOC. NO. 2019176020
OPRTC
LOT 2
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

P.O.B.
5/8" IRF

5/8" IRF

LEAKE WILLIAM R. & ERICA S.
DOC. NO. 2017052898
OPRTC
LOT 1
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

1/2" IRSC (KHA) IN CONCRETE
1/2" IRSC (KHA) IN CONCRETE
X= 3192711.76
Y= 10107161.75

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9168 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

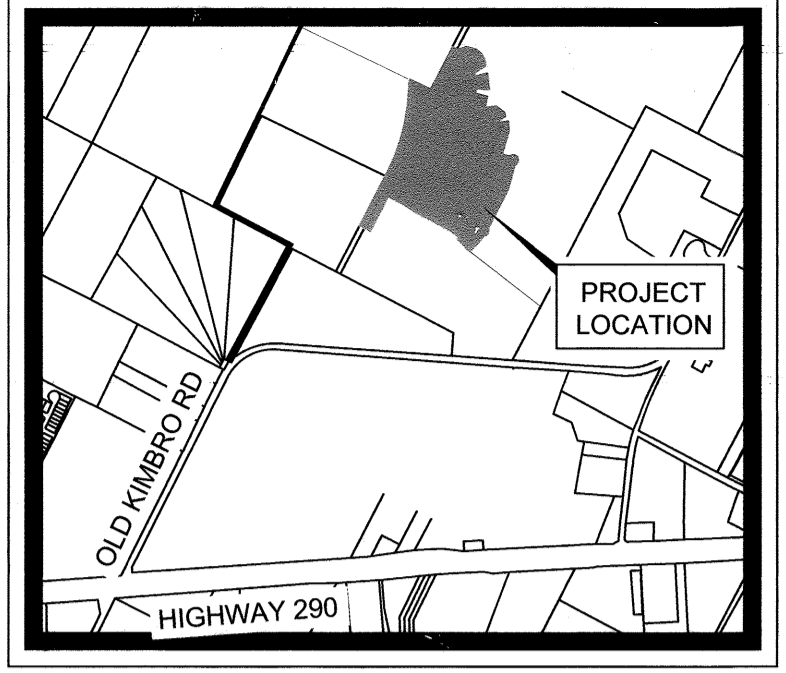
CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
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A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

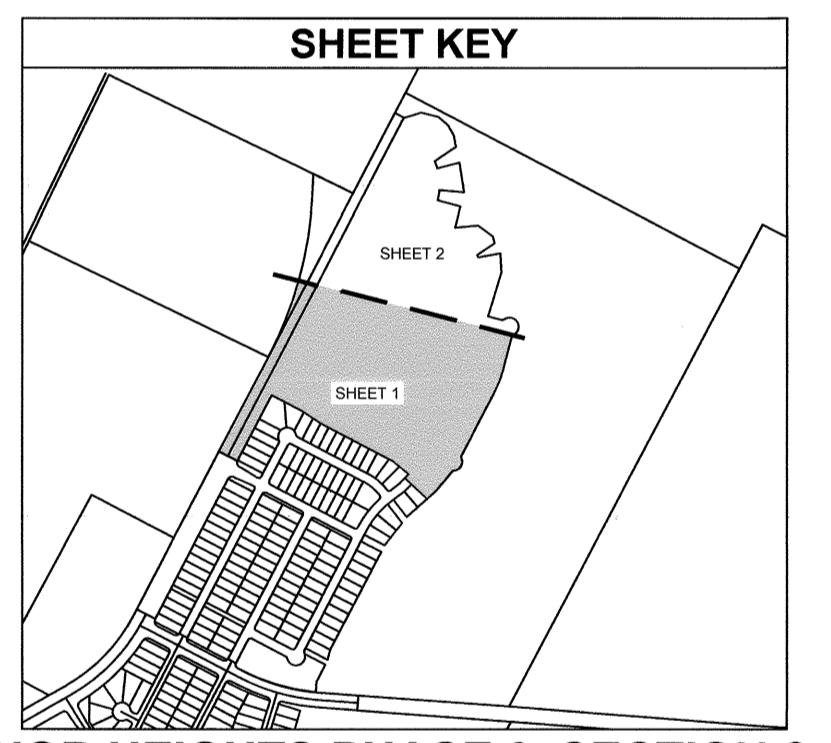
GENERAL INFORMATION:

TOTAL ACREAGE.....	41.135 ACRES
TOTAL LINEAR FEET OF ROW.....	8,426'
LINEAR FEET OF 50' ROW.....	6,804'
LINEAR FEET OF 114' ROW.....	1,622'
ACREAGE OF ROW.....	12,241 ACRES
NUMBER OF SINGLE FAMILY LOTS.....	145
ACREAGE OF SINGLE FAMILY LOTS.....	25,287 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	6
ACREAGE OF NON-RESIDENTIAL LOTS.....	3,607 ACRES
TOTAL NUMBER OF LOTS.....	151

SEE PAGE 2 OF 4 FOR LINE AND CURVE TABLE
SEE PAGE 4 OF 4 FOR LOT SUMMARY TABLE



VICINITY MAP
SCALE: 1" = 2,000'



MANOR HEIGHTS PHASE 3, SECTION 2
41.135 ACRES

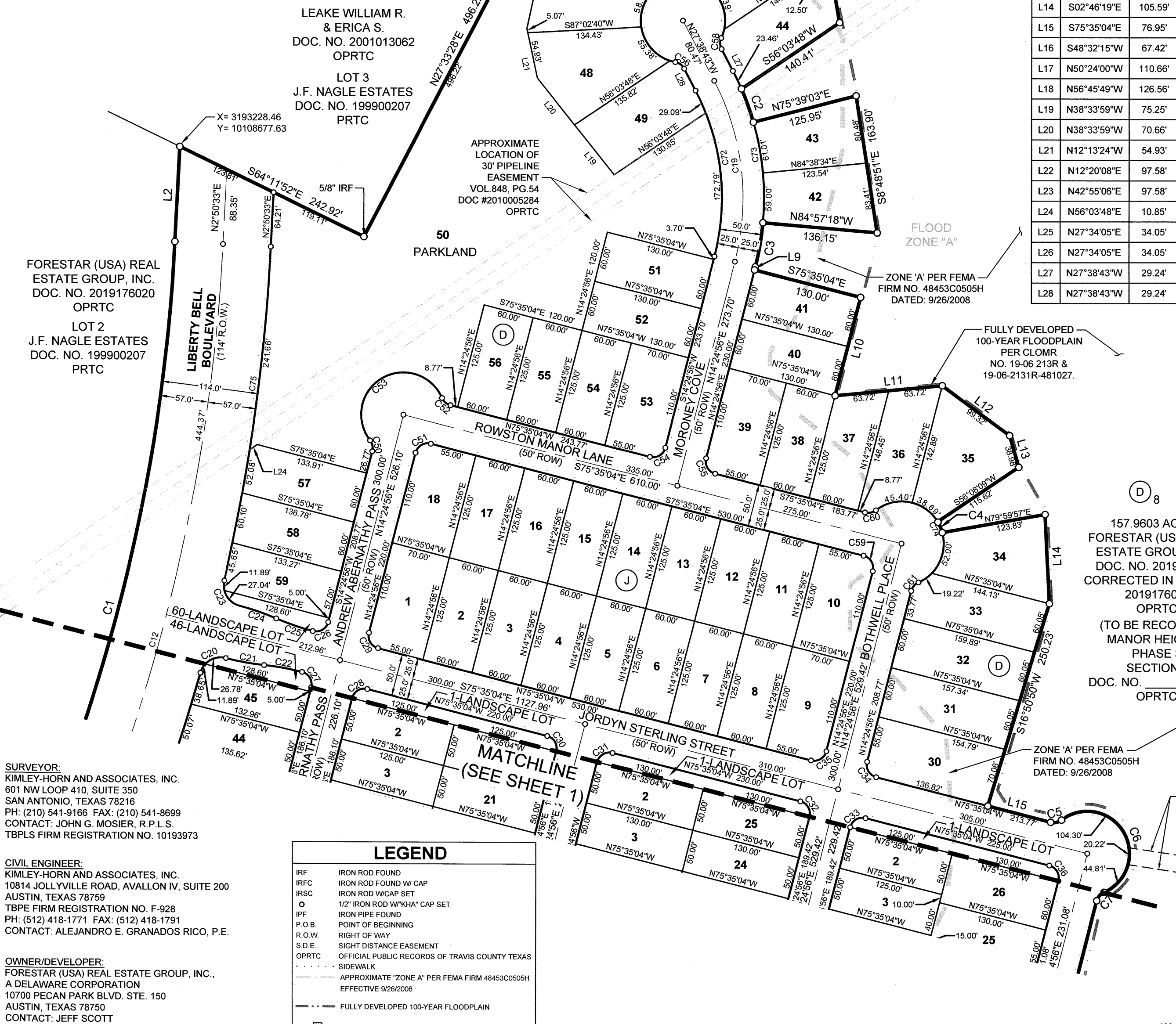
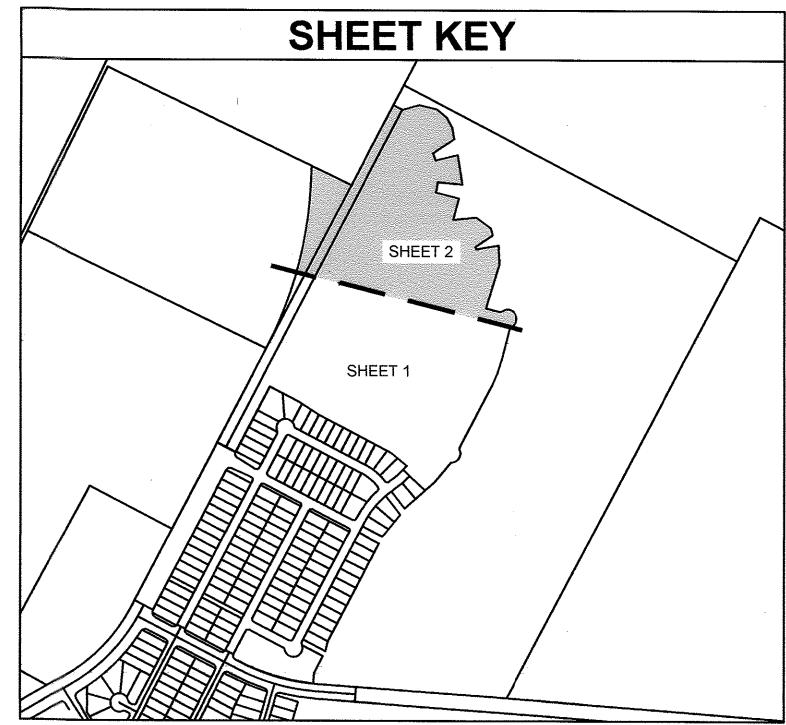
CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, 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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	12/20/2021	069255704	1 OF 4

DWS NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704\MANOR HTS PHASE 3\DWG\PLATS\MANOR HTS PHASE 3\DWG.PLT PLOTTED BY: GONZALEZ, DAVID 6/23/2022 10:45 AM LAST SAVED: 6/23/2022 10:47 AM



LINE TABLE		
NO.	BEARING	LENGTH
L1	N62°25'55"W	114.00'
L2	N02°50'33"E	112.50'
L3	S62°26'32"E	56.90'
L4	N73°30'03"E	97.58'
L5	S75°55'00"E	97.58'
L6	S49°35'26"E	70.81'
L7	S28°39'06"E	63.56'
L8	S10°01'41"E	62.95'
L9	S14°24'56"W	3.70'
L10	S14°24'56"W	120.00'
L11	N84°44'51"E	127.43'
L12	S53°32'59"E	99.32'
L13	S16°08'29"E	38.98'
L14	S02°46'19"E	105.59'
L15	S75°35'04"E	76.95'
L16	S48°32'15"W	67.42'
L17	N50°24'00"W	110.66'
L18	N56°45'49"W	126.56'
L19	N38°33'59"W	75.25'
L20	N38°33'59"W	70.66'
L21	N12°13'24"W	54.93'
L22	N12°20'08"E	97.58'
L23	N42°55'06"E	97.58'
L24	N56°03'48"E	10.85'
L25	N27°34'05"E	34.05'
L26	N27°34'05"E	34.05'
L27	N27°38'43"W	29.24'
L28	N27°38'43"W	29.24'

CURVE TABLE					CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	24°48'48"	2143.05'	928.11'	N15°14'58"E	920.87'	C40	90°00'00"	15.00'	23.56'	N72°34'05"E	21.21'
C2	7°23'47"	325.00'	41.95'	S19°48'38"E	41.93'	C41	90°00'00"	15.00'	23.56'	N17°25'55"W	21.21'
C3	9°22'14"	325.00'	53.15'	S09°43'49"W	53.09'	C42	90°00'00"	15.00'	23.56'	N17°25'55"W	21.21'
C4	16°04'35"	50.00'	14.03'	S23°12'46"E	13.98'	C43	90°00'00"	15.00'	23.56'	N72°34'05"E	21.21'
C5	52°01'12"	15.00'	13.62'	N78°24'20"E	13.16'	C44	90°00'00"	15.00'	23.56'	S17°25'55"E	21.21'
C6	194°02'25"	50.00'	169.33'	S30°35'04"E	99.25'	C45	90°00'00"	15.00'	23.56'	S72°34'05"W	21.21'
C7	52°01'12"	15.00'	13.62'	S40°25'32"E	13.16'	C46	52°01'12"	15.00'	13.62'	N78°58'47"W	13.16'
C8	13°09'09"	625.00'	143.47'	S20°59'31"W	143.16'	C47	184°34'41"	50.00'	161.07'	S12°42'03"E	99.92'
C9	52°01'12"	15.00'	13.62'	S01°33'29"W	13.16'	C48	52°01'12"	15.00'	13.62'	N53°34'41"E	13.16'
C10	116°34'23"	50.00'	101.73'	S33°50'04"W	85.07'	C49	80°32'16"	15.00'	21.08'	N12°42'03"W	19.39'
C11	3°32'59"	475.00'	29.43'	N41°22'30"E	29.42'	C50	52°01'12"	15.00'	13.62'	S11°35'40"E	13.16'
C12	24°48'44"	2200.05'	952.75'	N15°14'56"E	945.32'	C51	90°00'00"	15.00'	23.56'	N59°24'56"E	21.21'
C13	13°09'09"	300.00'	68.87'	N20°59'31"E	68.72'	C52	52°01'12"	15.00'	13.62'	N49°34'28"W	13.16'
C14	13°09'09"	500.00'	114.78'	N20°59'31"E	114.53'	C53	194°02'25"	50.00'	169.33'	S59°24'56"W	99.25'
C15	13°09'09"	500.00'	114.78'	N20°59'31"E	114.53'	C54	90°00'00"	15.00'	23.56'	S59°24'56"W	21.21'
C16	13°09'09"	600.00'	137.73'	N20°59'31"E	137.43'	C55	90°00'00"	15.00'	23.56'	N30°35'04"W	21.21'
C17	9°27'44"	300.00'	49.54'	S57°42'03"E	49.49'	C56	52°01'12"	15.00'	13.62'	S53°39'19"E	13.16'
C18	15°34'54"	500.00'	135.98'	N35°21'32"E	135.56'	C57	284°02'25"	50.00'	247.87'	N62°21'17"E	61.54'
C19	42°03'39"	300.00'	220.23'	N06°36'54"W	215.32'	C58	52°01'12"	15.00'	13.62'	N01°38'07"W	13.16'
C20	88°37'11"	25.00'	38.67'	S60°09'24"W	34.93'	C59	90°00'00"	15.00'	23.56'	S30°35'04"E	21.21'
C21	8°48'41"	300.00'	46.14'	N79°56'22"W	46.09'	C60	52°01'12"	15.00'	13.62'	S78°24'20"W	13.16'
C22	8°45'38"	300.00'	45.87'	N79°57'53"W	45.83'	C61	52°01'10"	15.00'	13.62'	N40°25'32"E	13.16'
C23	89°13'58"	25.00'	38.94'	N31°37'44"W	35.12'	C62	11°48'26"	2257.05'	465.13'	N21°45'01"E	464.30'
C24	8°45'38"	300.00'	45.87'	N71°12'15"W	45.83'	C63	13°09'09"	275.00'	63.13'	N20°59'31"E	62.99'
C25	8°45'38"	300.00'	45.87'	N71°12'15"W	45.83'	C64	13°09'09"	325.00'	74.61'	N20°59'31"E	74.44'
C26	90°00'00"	15.00'	23.56'	S59°24'56"W	21.21'	C65	13°09'09"	475.00'	109.04'	N20°59'31"E	108.80'
C27	90°00'00"	15.00'	23.56'	N30°35'04"W	21.21'	C66	9°27'44"	275.00'	45.42'	S57°42'03"E	45.36'
C28	90°00'00"	15.00'	23.56'	N59°24'56"E	21.21'	C67	13°09'09"	525.00'	120.52'	N20°59'31"E	120.25'
C29	90°00'00"	15.00'	23.56'	N30°35'04"W	21.21'	C68	13°09'09"	475.00'	109.04'	N20°59'31"E	108.80'
C30	90°00'00"	15.00'	23.56'	S30°35'04"E	21.21'	C69	13°09'09"	525.00'	120.52'	N20°59'31"E	120.25'
C31	90°00'00"	15.00'	23.56'	S59°24'56"W	21.21'	C70	9°27'44"	325.00'	53.67'	S57°42'03"E	53.61'
C32	90°00'00"	15.00'	23.56'	N30°35'04"W	21.21'	C71	13°09'09"	575.00'	131.99'	N20°59'31"E	131.71'
C33	90°00'00"	15.00'	23.56'	N59°24'56"E	21.21'	C72	42°03'39"	275.00'	201.88'	N06°36'54"W	197.37'
C34	90°00'00"	15.00'	23.56'	N30°35'04"W	21.21'	C73	42°03'39"	325.00'	238.58'	N06°36'54"W	233.26'
C35	90°00'00"	15.00'	23.56'	S59°24'56"W	21.21'	C74	194°02'25"	50.00'	169.33'	N30°35'04"W	99.25'
C36	90°00'00"	15.00'	23.56'	S30°35'04"E	21.21'	C75	10°08'30"	2257.00'	399.50'	N07°54'48"E	398.98'
C37	194°02'25"	50.00'	169.33'	N72°34'05"E	99.25'	C76	15°34'54"	475.00'	129.18'	N35°21'32"E	128.78'
C38	52°01'12"	15.00'	13.62'	S36°25'19"E	13.16'	C77	15°34'54"	525.00'	142.78'	N35°21'32"E	142.34'
C39	90°00'00"	15.00'	23.56'	S72°34'05"W	21.21'						

GENERAL INFORMATION:

TOTAL ACREAGE.....	41.135 ACRES
TOTAL LINEAR FEET OF ROW.....	8,426'
LINEAR FEET OF 50' ROW.....	6,804'
LINEAR FEET OF 114' ROW.....	1,622'
ACREAGE OF ROW.....	12.241 ACRES
NUMBER OF SINGLE FAMILY LOTS.....	145
ACREAGE OF SINGLE FAMILY LOTS.....	25.287 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	6
ACREAGE OF NON-RESIDENTIAL LOTS.....	3.607 ACRES
TOTAL NUMBER OF LOTS.....	151

MANOR HEIGHTS PHASE 3, SECTION 2 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, 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

Scale 1" = 100'	Drawn by DJG	Checked by JGM	Date 12/20/2021	Project No. 069255704	Sheet No. 2 OF 4
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SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

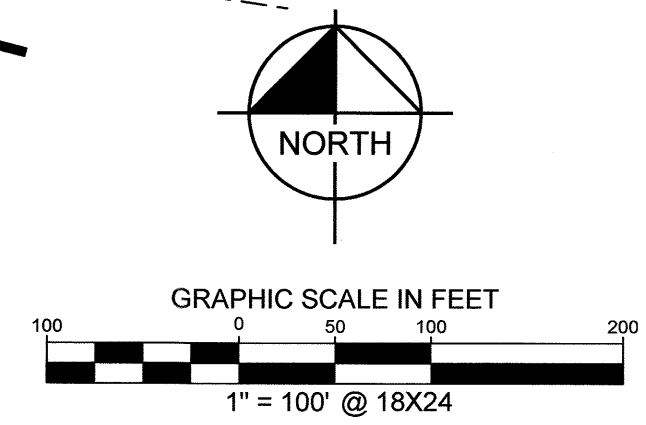
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10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

LEGEND

IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
IRSC	IRON ROD W/CAP SET
1/2"	1/2" IRON ROD W/ "KHA" CAP SET
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
---	SIDEWALK
---	APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008
---	FULLY DEVELOPED 100-YEAR FLOODPLAIN
□	1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
(A)	BLOCK IDENTIFIERS

SEE PAGE 2 OF 4 FOR LINE AND CURVE TABLE
SEE PAGE 4 OF 4 FOR LOT SUMMARY TABLE



DWG NAME: K:\SWA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-2.DWG PLOTTED BY: GONZALEZ, DAVID 9/23/2022 10:48 AM LAST SAVED: 5/23/2022 10:47 AM

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 41.135 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, SAID 41.135 ACRES CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 3, SECTION 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 41.135 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS PHASE 3, SECTION 2" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED. SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY MAY 25 2022

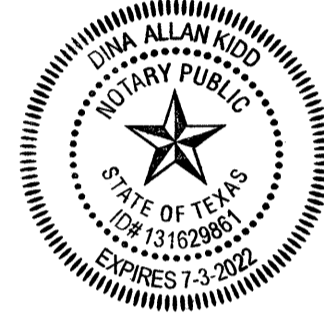
BY: [Signature]
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
Jeff Scott

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25TH DAY OF MAY, 2022

[Signature]
DINA ALLAN KIDD
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 7-3-22
COUNTY OF WILLIAMSON
THE STATE OF TEXAS



STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

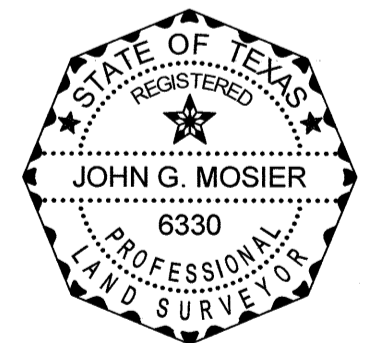
[Signature]
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com



SURVEYOR'S NOTES

- 1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS:
(FRONT YARD - 20'
REAR YARD - 10'
SIDE YARD - 5'
STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 60, BLOCK D, LANDSCAPE LOT, LOT 46, BLOCK F, LANDSCAPE LOT, LOT 1, BLOCK G, LANDSCAPE LOT, LOT 1, BLOCK H, LANDSCAPE LOT, LOT 1, BLOCK I, LANDSCAPE LOT, TO BE DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 88, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 92, BLOCK A, OPEN SPACE, LOT 26, BLOCK B, OPEN SPACE DRAINAGE LOT, AND LOT 11, BLOCK C, OPEN SPACE IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018 (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK A, LANDSCAPE LOT, LOT 13, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT, LOT 6, BLOCK D, OPEN SPACE AND DRAINAGE LOT, LOT 19, BLOCK D, OPEN SPACE AND DRAINAGE LOT, LOT 26, BLOCK D, OPEN SPACE AND DRAINAGE LOT, AND LOT 30, BLOCK D, OPEN SPACE LOT UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
16. DEDICATION AND CONVEYANCE LOT 50, BLOCK D, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 50, BLOCK D, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE: 14th DAY OF June 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE: 9th DAY OF March 2022

APPROVED: [Signature] ATTEST: [Signature]
JULIE LEONARD, CHAIRPERSON LUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE: 9th DAY OF March 2022

APPROVED: [Signature] ATTEST: [Signature]
DR. CHRISTOPHER HARVEY, MAYOR LUVIA ALMARAZ, CITY SECRETARY



COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE: 21st DAY OF June 2022 AT 12:06 O'CLOCK PM, DULY RECORDED ON THE DAY OF 21st DAY OF June, 2022 AT 12:06 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202200160, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 21st DAY OF June 2022

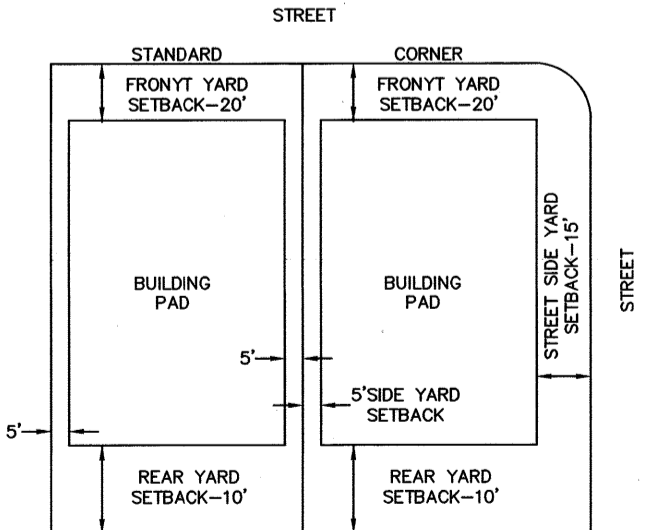
REBECCA GUERRERO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]
T. PEREZ
DEPUTY



MANOR HEIGHTS PHASE 3, SECTION 2
41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS



TYPICAL SETBACK DETAIL
NOT TO SCALE

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

Kimley Horn logo and contact information: 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com. Includes a table with Scale, Drawn by, Checked by, Date, Project No., and Sheet No.

202200160

A METES AND BOUNDS DESCRIPTION OF A 41.135 ACRE TRACT OF LAND

BEING a 41.135 acre (1,791,834 square feet) tract of land situated in the Lemuel Kimbro Survey No. 64, Abstract No. 456, City of Manor, Travis County, Texas; and containing a portion of Lot 2 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Plat Records of Travis County; described in instrument to Forestar (USA) Real Estate Group, Inc., recorded in Document No. 2019176020 of the Official Public Records of Travis County, and containing a portion of that certain 157.9603 acre tract of land described in Document No. 2019171725, and in correction deed in Document No. 2019176021, and a portion of that certain 3.469 acre tract of land described in instrument to Forestar (USA) Real Estate Group, Inc., recorded in Document No. 2019171724 of the Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found marking the southwestern line of aforesaid 3.469 acre tract on the southeasterly line of Lot 1 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Plat Records of Travis County;

THENCE, crossing into Lot 2, of said J.F. Nagle Estates plat the following two (2) courses and distances: 1. in a northerly direction along a non-tangent curve turning to the left, having a radius of 2143.05 feet, a chord North 15°14'58" East, 920.87, a central angle of 24°48'48", and an arc length of 928.11 feet to a 1/2-inch iron rod with cap stamped "KHA" set for corner; 2. North 02°50'33" East, a distance of 112.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, along the southeasterly line of Lot 3 of said J.F. Nagle Estates plat the following three (3) courses and distances: 1. South 64°11'52" East, a distance of 242.92 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 2. North 27°33'28" East, a distance of 496.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 3. South 62°26'32" East, a distance of 56.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southwestern-most corner of aforesaid 157.9603 acre tract;

THENCE, crossing said 157.9603 acre tract, the following forty-one (41) courses and distances: 1. North 73°30'03" East, a distance of 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 2. South 75°55'00" East, a distance of 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 3. South 49°35'26" East, a distance of 70.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 4. South 28°39'06" East, a distance of 63.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 5. South 10°01'41" East, a distance of 62.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 6. South 56°03'48" West, a distance of 140.41 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of curvature; 7. in a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 19°48'38" East, 41.93, a central angle of 07°23'47", and an arc length of 41.95 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 8. North 75°39'03" East, a distance of 125.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 9. South 08°48'51" East, a distance of 163.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 10. North 84°57'18" West, a distance of 136.15 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature; 11. in a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 09°43'49" West, 53.09, a central angle of 09°22'14", and an arc length of 53.15 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 12. South 14°24'56" West, a distance of 3.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 13. South 75°35'04" East, a distance of 130.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 14. South 14°24'56" West, a distance of 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 15. North 84°44'51" East, a distance of 127.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 16. South 53°32'59" East, a distance of 99.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 17. South 16°08'29" East, a distance of 38.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 18. South 56°08'09" West, a distance of 115.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature; 19. in a southeasterly direction along a non-tangent curve turning to the right, having a radius of 50.00 feet, a chord South 23°12'46" East, 13.98, a central angle of 16°04'35", and an arc length of 14.03 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 20. North 79°59'57" East, a distance of 123.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 21. South 02°46'19" East, a distance of 105.59 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 22. South 16°50'50" West, a distance of 250.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 23. South 75°35'04" East, a distance of 76.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature; 24. in a easterly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord North 78°24'20" East, 13.16, a central angle of 52°01'12", and an arc length of 13.62 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 25. in a southeasterly direction along a reverse tangent curve turning to the right, having a radius of 50.00 feet, a chord South 30°35'04" East, 99.25, a central angle of 194°02'25", and an arc length of 169.33 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 26. in a southerly direction along a reverse tangent curve turning to the left, having a radius of 15.00 feet, a chord South 40°25'32" West, 13.16, a central angle of 52°01'12", and an arc length of 13.62 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 27. South 14°24'56" West, a distance of 179.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 28. in a southerly direction along a tangent curve to the right, having a radius of 625.00 feet, a chord of South 20°59'31" West, 143.16, a central angle of 13°09'09", and an arc length of 143.47 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 29. South 27°34'05" West, a distance of 385.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature; 30. in a southerly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord of South 01°33'29" West, 13.16, a central angle of 52°01'12", and an arc length of 13.62 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 31. in a southerly direction along a reverse tangent curve turning to the right, having a radius of 50.00 feet, a chord South 33°50'04" West, 85.07, a central angle of 116°34'23", and an arc length of 101.73 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 32. South 39°56'34" West, a distance of 141.31 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 33. South 48°32'15" West, a distance of 67.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 34. North 46°51'01" West, a distance of 165.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature; 35. in a northeasterly direction along a non-tangent curve turning to the left, having a radius of 475.00 feet, a chord North 41°22'30" East, 29.42, a central angle of 03°32'59", and an arc length of 29.43 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 36. North 50°24'00" West, a distance of 110.66 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 37. North 62°25'55" West, a distance of 448.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 38. North 56°45'49" West, a distance of 126.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 39. North 62°25'55" West, a distance of 183.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 40. South 27°34'05" West, a distance of 405.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 41. North 62°25'55" West, a distance of 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, North 27°34'05" East, a distance of 581.04 feet to the POINT OF BEGINNING, and containing 1,791,834 square feet or 41.135 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 grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 601 NW LOOP 410, SUITE 350 SAN ANTONIO, TEXAS 78216 PH: (210) 541-9166 FAX: (210) 541-8699 CONTACT: JOHN G. MOSIER, R.P.L.S. TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200 AUSTIN, TEXAS 78759 TBPE FIRM REGISTRATION NO. F-928 PH: (512) 418-1771 FAX: (512) 418-1791 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER: FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION 10700 PECAN PARK BLVD. STE. 150 AUSTIN, TEXAS 78750 CONTACT: JEFF SCOTT

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Table with 3 columns: LOT NO., ACRES, SQ. FT. containing lot data from BLOCK D LOT 27 to BLOCK F LOT 24.

Table with 3 columns: LOT NO., ACRES, SQ. FT. containing lot data from BLOCK F LOT 25 to BLOCK G LOT 16.

Table with 3 columns: LOT NO., ACRES, SQ. FT. containing lot data from BLOCK G LOT 17 to BLOCK I LOT 3.

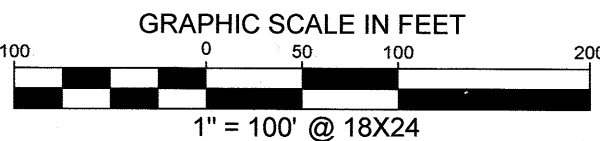
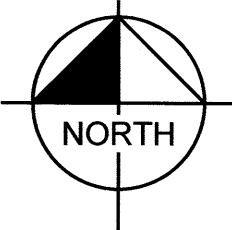
Table with 3 columns: LOT NO., ACRES, SQ. FT. containing lot data from BLOCK I LOT 4 to ROW 12.241.

MANOR HEIGHTS PHASE 3, SECTION 2 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley Horn logo and contact information: 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\086255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HTS PHASE 3-DWG_PLOTTED BY: GONZALEZ, DAVID 8/23/2022 10:48 AM LAST SAVED: 8/23/2022 10:47 AM



LEGEND

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W/ CAP
- IRSC IRON ROD W/ CAP SET
- 1/2" IRON ROD W/ "KHA" CAP SET
- IPF IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- SIDEWALK
- - - APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008
- FULLY DEVELOPED 100-YEAR FLOODPLAIN
- 1/2" IRON ROD SET IN CONCRETE W/ CAP "KHA"
- (A) BLOCK IDENTIFIERS

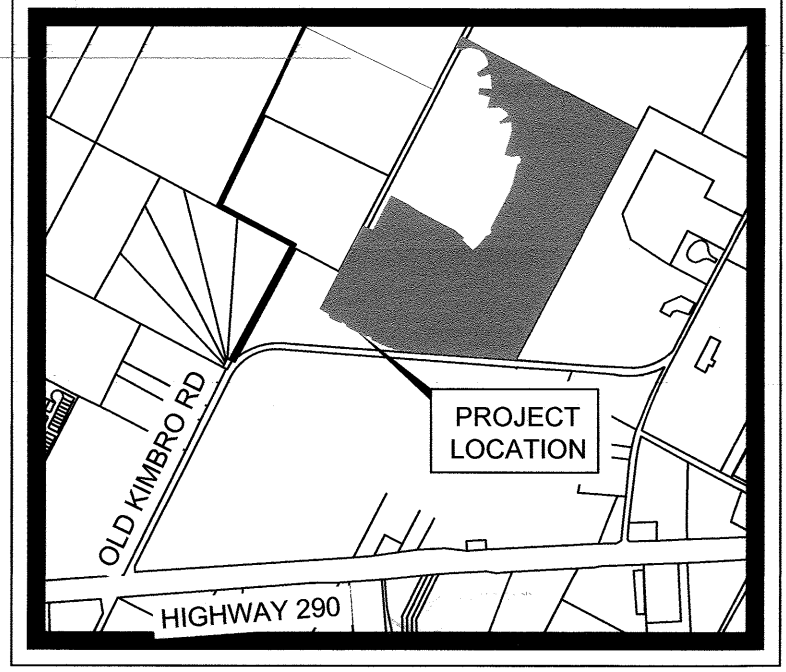
LEAKE WILLIAM R. & ERICA S.
DOC. NO. 2017052898
OPRTC

LOT 1
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

MANOR HEIGHTS
PHASE 2
SECTION 1B
DOC NO. 202100237
OPRTC

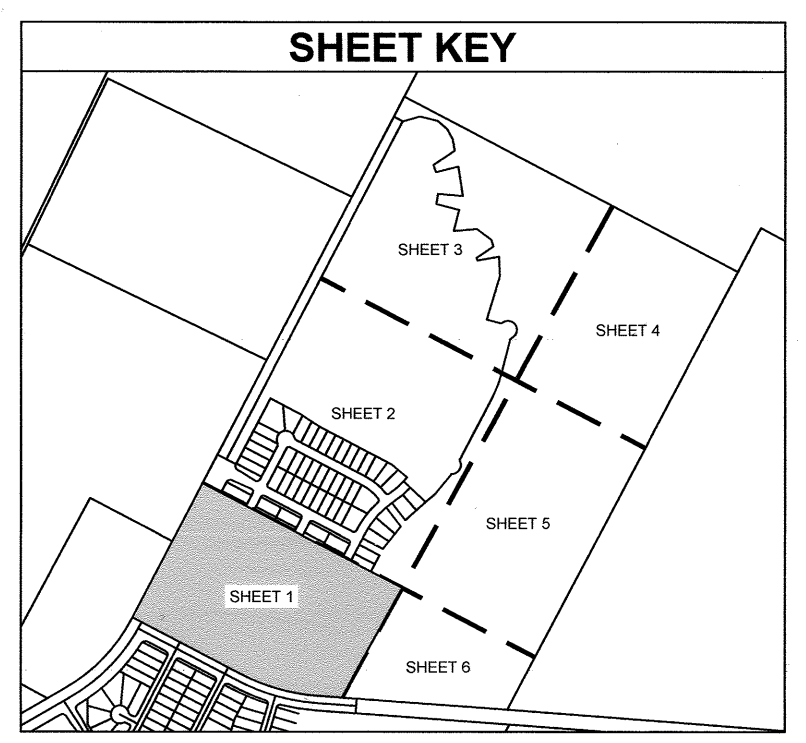
2-MEDIUM
DENSITY LOT
11.845 ACRES

X= 3192260.00
Y= 10106295.42
IRSC (KHA)



VICINITY MAP
SCALE: 1" = 2,000'

100-...
PER...
NO. 19-06...
19-06-2131R-4810z.



MANOR HEIGHTS PHASE 3, SECTION 1
106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9168 FAX: (210) 541-9699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

GENERAL INFORMATION:

TOTAL ACREAGE.....	106.055 ACRES
TOTAL LINEAR FEET OF ROW.....	6,203'
LINEAR FEET OF 50' ROW.....	5,225'
LINEAR FEET OF 114' ROW.....	977'
ACREAGE OF ROW.....	8.361 ACRES
NUMBER OF SINGLE FAMILY LOTS.....	140
ACREAGE OF SINGLE FAMILY LOTS.....	22.960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	9
ACREAGE OF NON-RESIDENTIAL LOTS.....	74.734 ACRES
TOTAL NUMBER OF LOTS.....	149

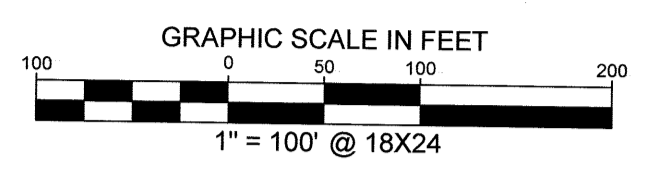
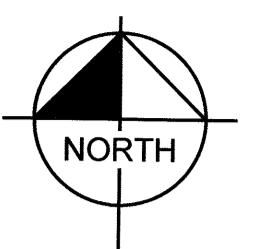
SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE
SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

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 No.
1" = 100'	DJG	JGM	02/04/2022	069255703	1 OF 8

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3 - LDWS PLOTTED BY: GONZALEZ, DAVID 6/23/2022 10:25 AM LAST SAVED: 6/23/2022 10:27 AM



LEGEND

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W/ CAP
- IRSC IRON ROD W/CAP SET
- O 1/2" IRON ROD W/"KHA" CAP SET
- IPF IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- SIDEWALK
- - - - - APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008
- - - - - FULLY DEVELOPED 100-YEAR FLOODPLAIN
- 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
- (A) BLOCK IDENTIFIERS

FORESTAR (USA) REAL ESTATE GROUP, INC.
DOC. NO. 2019176020
OPRTC

LOT 2
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

(CALLED 3.469 ACRES)
FORESTAR (USA) REAL ESTATE GROUP, INC.
DOC. NO. 2019171725
OPRTC

(UNPLATTED)
157.9603 ACRES
FORESTAR (USA) REAL ESTATE GROUP, INC.
DOC. NO. 2019171725
CORRECTED IN DOC. NO. 2019176021
OPRTC
(REMAINDER)

LEAKE WILLIAM R. & ERICA S.
DOC. NO. 2017052898
OPRTC

LOT 1
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

1/2" IRSC (KHA) IN CONCRETE

ERTY BELL JULEVARD (114' R.O.W.)

LIBERTY BELL BOULEVARD (114' R.O.W.)

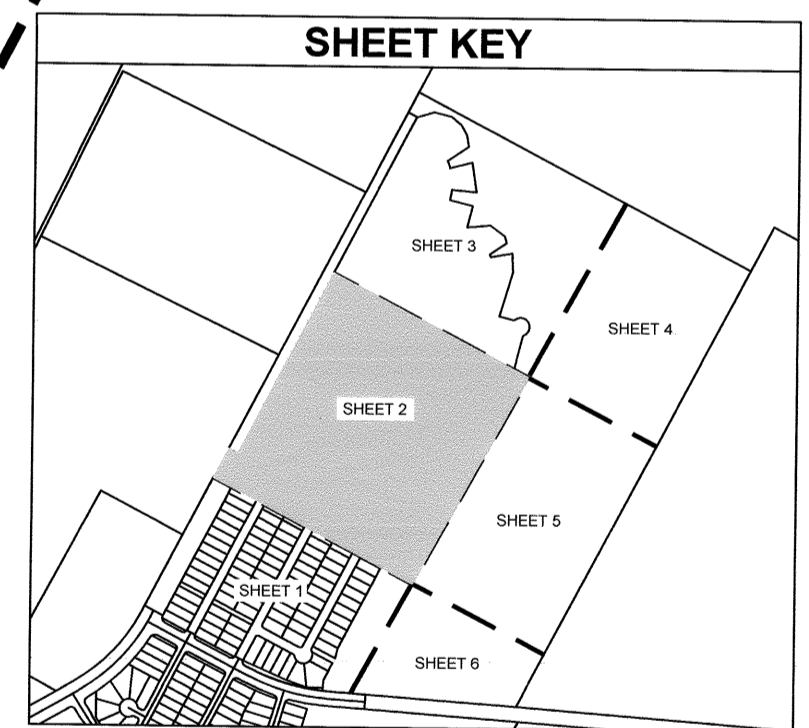
1-LANDSCAPE LOT (50' ROW)

1-LANDSCAPE LOT (50' ROW)

1-LANDSCAPE LOT (50' ROW)

ANDREW RALEY ROAD (50' ROW)

ALCALA TERRANCE (50' ROW)



MANOR HEIGHTS PHASE 3, SECTION 1
106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, 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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	02/04/2022	069255703	2 OF 8

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

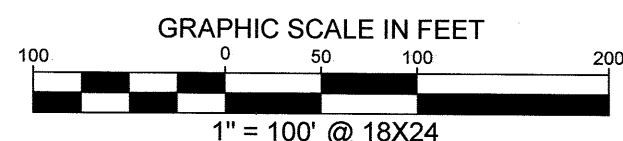
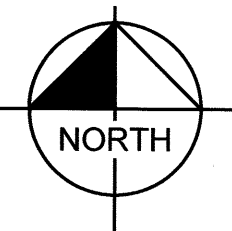
OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

GENERAL INFORMATION:

TOTAL ACREAGE	106.055 ACRES
TOTAL LINEAR FEET OF ROW	6,203'
LINEAR FEET OF 50' ROW	5,226'
LINEAR FEET OF 114' ROW	977'
ACREAGE OF ROW	3.361 ACRES
NUMBER OF SINGLE FAMILY LOTS	140
ACREAGE OF SINGLE FAMILY LOTS	22.960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
ACREAGE OF NON-RESIDENTIAL LOTS	74.734 ACRES
TOTAL NUMBER OF LOTS	149

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE
SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 3\DWG\PLAT\MANOR HTS PHASE 3-1.DWG PLOTTED BY: GONZALEZ, DAVID 5/23/2022 10:27 AM



LEGEND

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W/ CAP
- IRSC IRON ROD W/ CAP SET
- 1/2" IRON ROD W/ "KHA" CAP SET
- IPF IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- - - SIDEWALK
- - - APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008
- - - FULLY DEVELOPED 100-YEAR FLOODPLAIN
- 1/2" IRON ROD SET IN CONCRETE W/ CAP "KHA"
- (A) BLOCK IDENTIFIERS

LEAKE WILLIAM R. & ERICA S.
DOC. NO. 2001013062
OPRTC

LOT 3
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

(UNPLATTED)
(CALLED 3.469 ACRES)
FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC. NO. 2019171724
OPRTC

(UNPLATTED)
(CALLED 114.836 ACRES)
TIFFANY BRICK CO. L.P.
DOC. NO. 2003150661 OPRTC

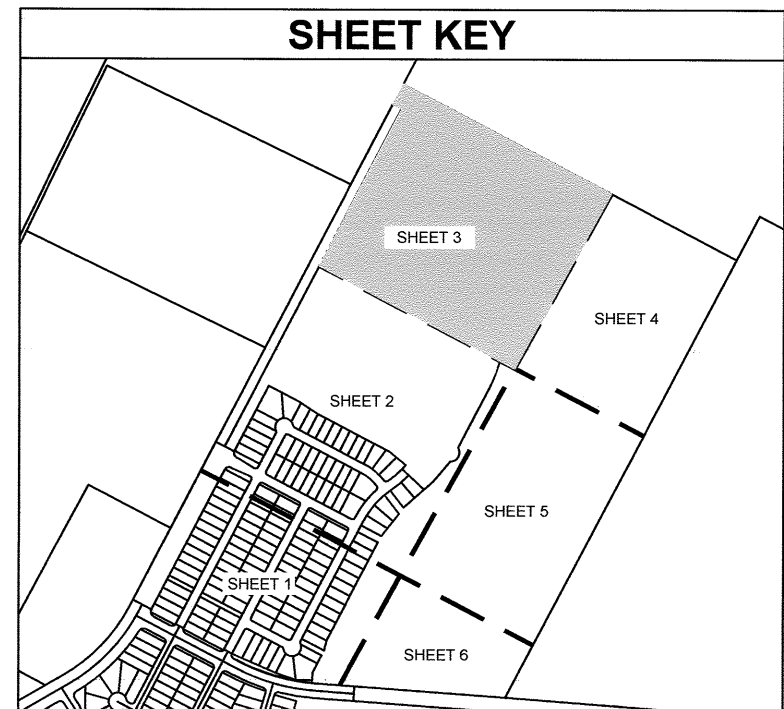
FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC. NO. 2019176020
OPRTC

LOT 2
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

(UNPLATTED)
157.9603 ACRES
FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC. NO. 2019171725
CORRECTED IN DOC. NO.
2019176021
OPRTC
(REMAINDER)

MATCHLINE
(SEE SHEET 2)

MATCHLINE
(SEE SHEET 4)



MANOR HEIGHTS PHASE 3, SECTION 1
106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, 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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	02/04/2022	069255703	3 OF 8

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

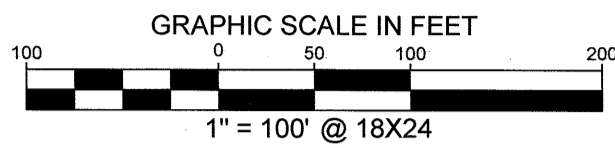
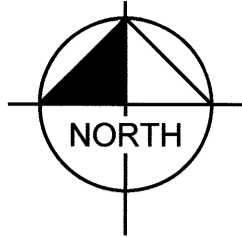
OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

GENERAL INFORMATION:

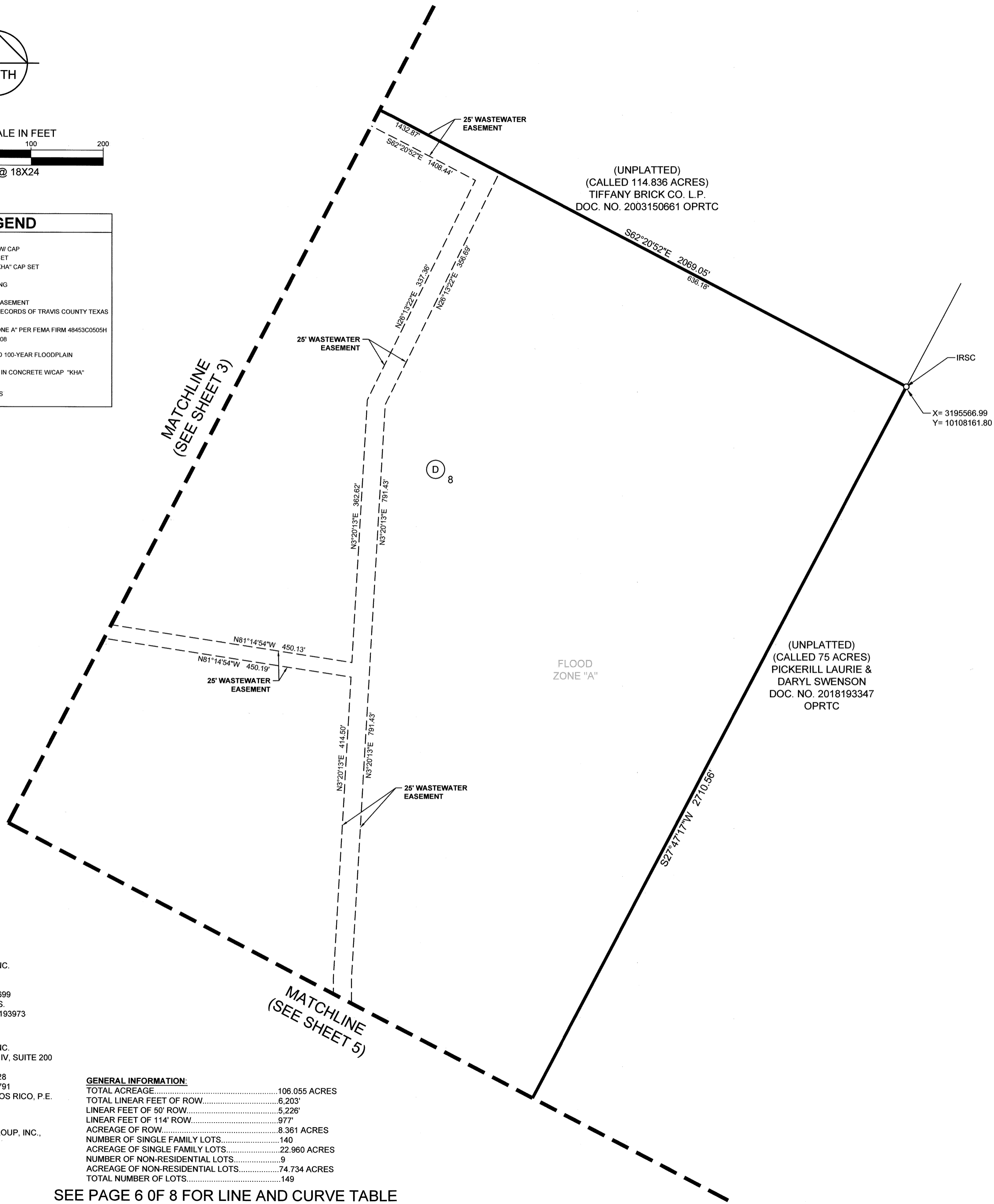
TOTAL ACREAGE.....	106.055 ACRES
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ACREAGE OF NON-RESIDENTIAL LOTS.....	74,734 ACRES
TOTAL NUMBER OF LOTS.....	149

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE
SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 3\DWG\PLATSMANOR HTS PHASE 3\DWG PLOTTED BY: GONZALEZ, DAVID 5/23/2022 10:28 AM LAST SAVED: 5/23/2022 10:27 AM



LEGEND	
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
IRSC	IRON ROD W/CAP SET
○	1/2" IRON ROD W/"KHA" CAP SET
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
---	SIDEWALK
---	APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008
---	FULLY DEVELOPED 100-YEAR FLOODPLAIN
□	1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
Ⓐ	BLOCK IDENTIFIERS



SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

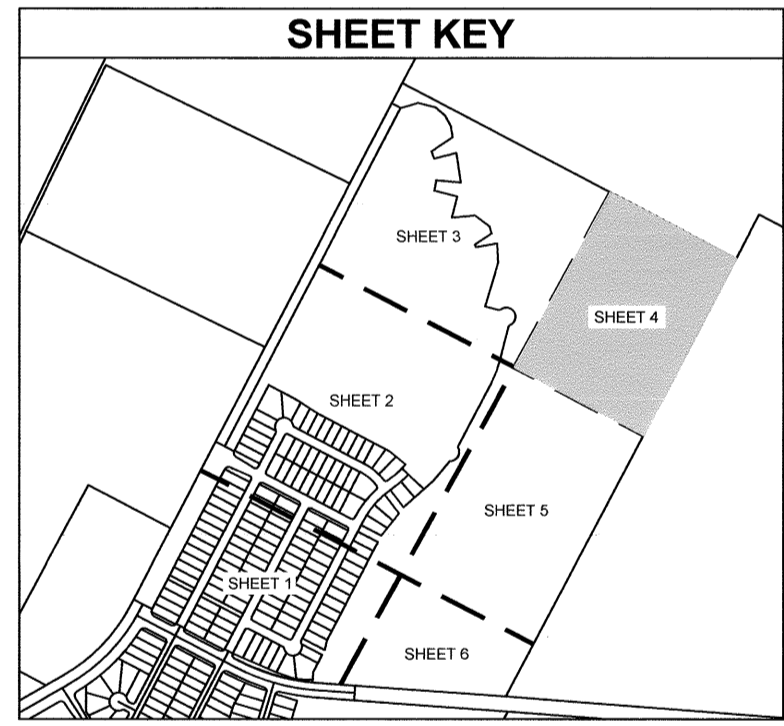
CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
 AUSTIN, TEXAS 78759
 TBPE FIRM REGISTRATION NO. F-928
 PH: (512) 418-1771 FAX: (512) 418-1791
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP, INC.,
 A DELAWARE CORPORATION
 10700 PECAN PARK BLVD. STE. 150
 AUSTIN, TEXAS 78750
 CONTACT: JEFF SCOTT

GENERAL INFORMATION:

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SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

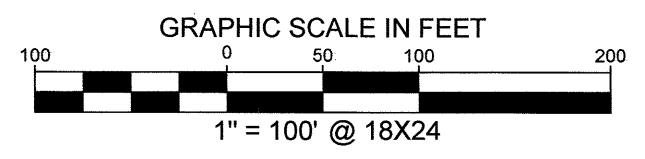
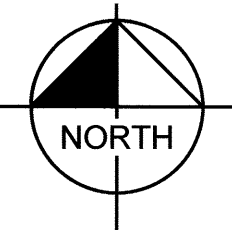


MANOR HEIGHTS PHASE 3, SECTION 1
 106.055 ACRES
 CONTAINING A PORTION OF THAT CERTAIN 157.9603
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725,
 AND IN CORRECTION DEED IN DOCUMENT NO.
 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS
 COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE
 TRACT DESCRIBED IN DOCUMENT NO. 2019171724,
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.
 CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND
 LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

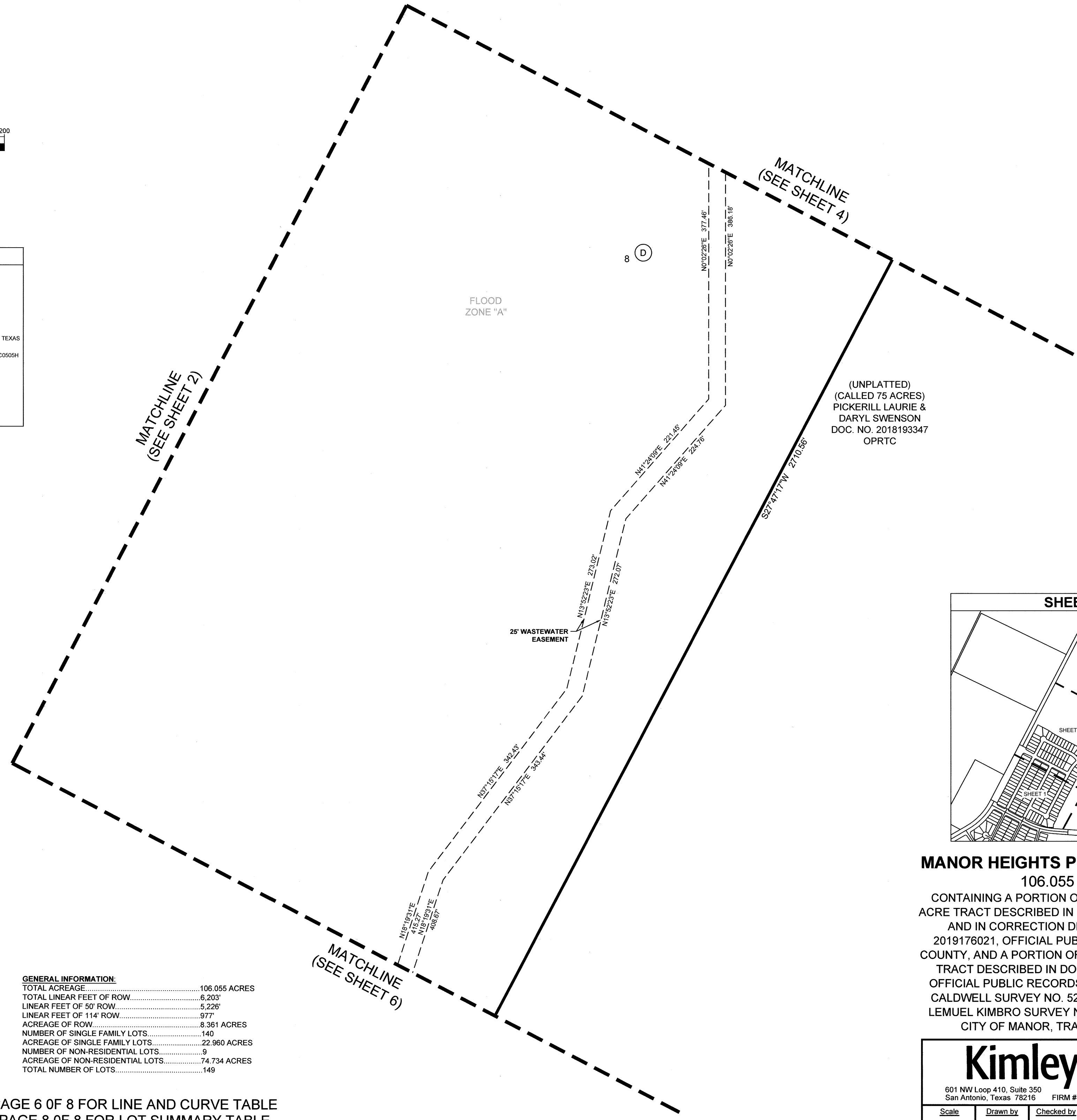
Kimley»Horn

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

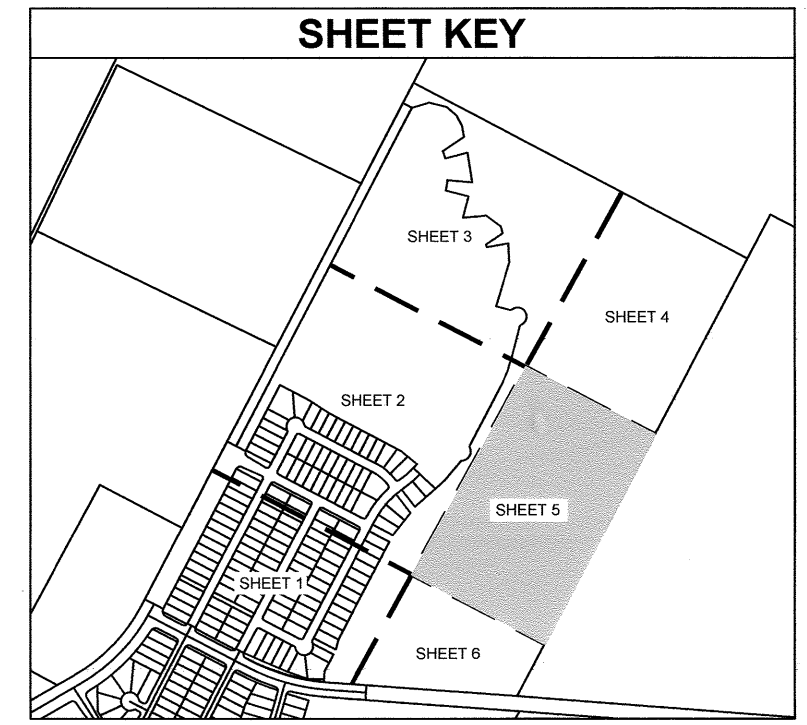
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	02/04/2022	069255703	4 OF 8



LEGEND	
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
IRSC	IRON ROD W/CAP SET
O	1/2" IRON ROD W/"KHA" CAP SET
IPF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
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---	SIDEWALK
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---	FULLY DEVELOPED 100-YEAR FLOODPLAIN
□	1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
A	BLOCK IDENTIFIERS



(UNPLATTED)
 (CALLED 75 ACRES)
 PICKERILL LAURIE &
 DARYL SWENSON
 DOC. NO. 2018193347
 OPRTC



MANOR HEIGHTS PHASE 3, SECTION 1
 106.055 ACRES
 CONTAINING A PORTION OF THAT CERTAIN 157.9603
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725,
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 CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
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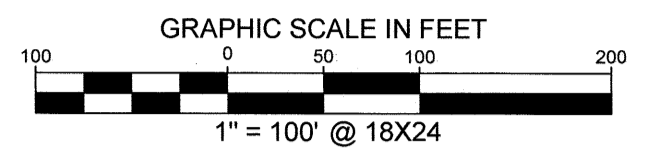
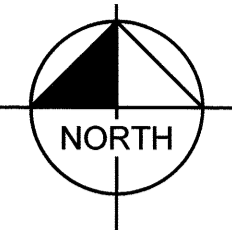
GENERAL INFORMATION:	
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OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP, INC.,
 A DELAWARE CORPORATION
 10700 PECAN PARK BLVD. STE. 150
 AUSTIN, TEXAS 78750
 CONTACT: JEFF SCOTT

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

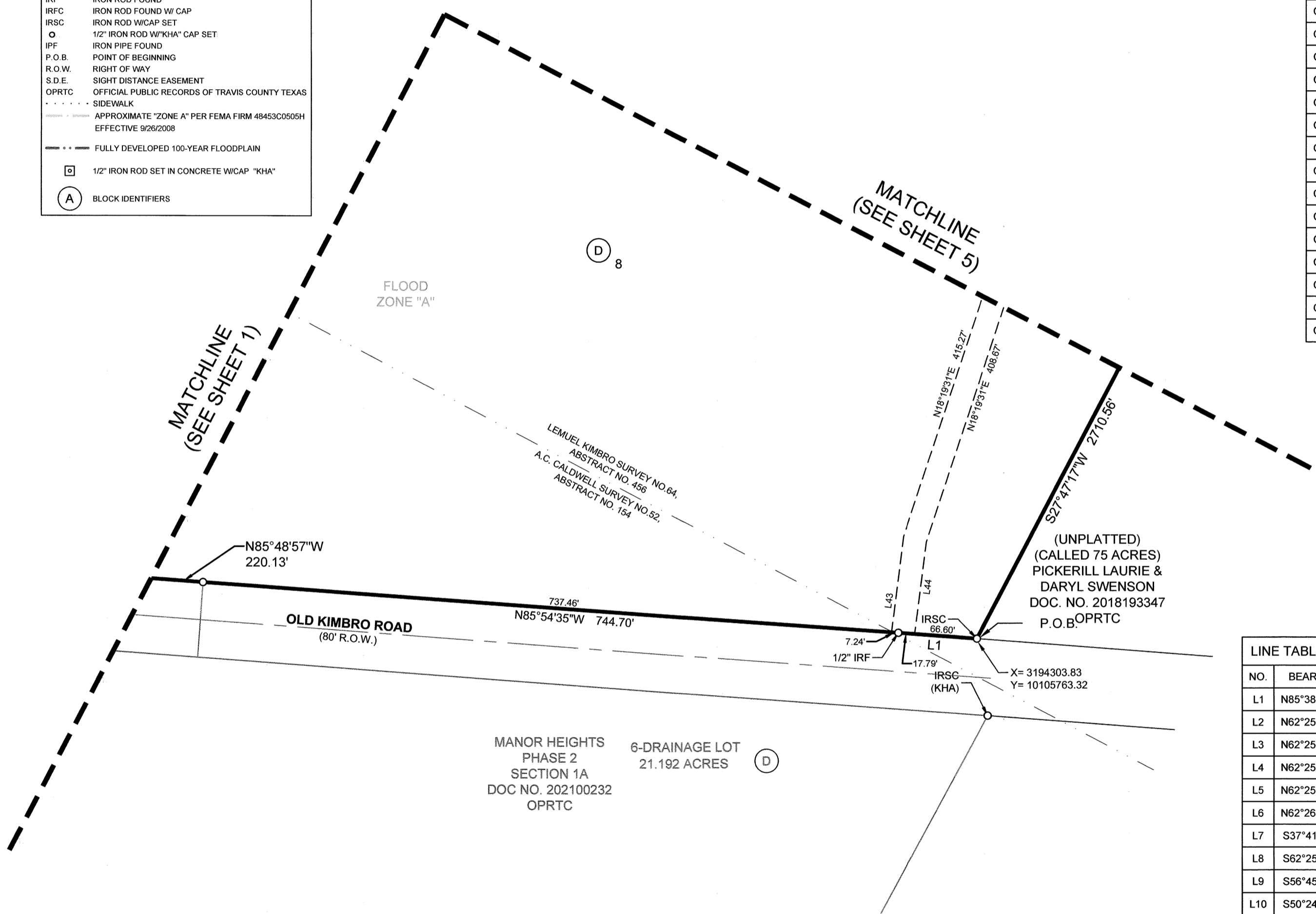
Kimley»Horn
 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	02/04/2022	069255703	5 OF 8

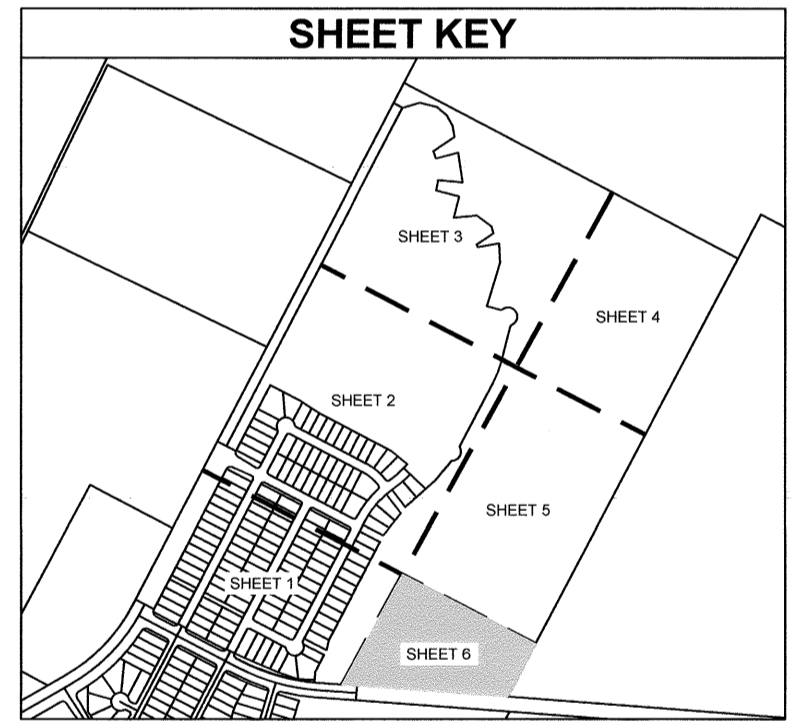


LEGEND	
IRF	IRON ROD FOUND
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- - - - -	FULLY DEVELOPED 100-YEAR FLOODPLAIN
[Symbol]	1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
[Symbol]	BLOCK IDENTIFIERS

CURVE TABLE						CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	23°23'02"	1060.00'	432.61'	N74°07'26"W	429.62'	C27	86°30'08"	15.00'	22.65'	S81°02'54"E	20.56'
C2	90°00'00"	20.00'	31.42'	N17°25'55"W	28.28'	C28	90°00'00"	15.00'	23.56'	S17°25'55"E	21.21'
C3	90°00'00"	20.00'	31.42'	S72°34'05"W	28.28'	C29	90°00'00"	15.00'	23.56'	S72°34'05"W	21.21'
C4	90°00'00"	20.00'	31.42'	N17°25'55"W	28.28'	C30	85°53'11"	15.00'	22.48'	N05°07'08"E	20.44'
C5	90°00'00"	20.00'	31.42'	S72°34'05"W	28.28'	C31	90°00'00"	15.00'	23.56'	N72°34'05"E	21.21'
C6	89°58'58"	30.00'	47.11'	N17°26'26"W	42.42'	C32	90°00'00"	15.00'	23.56'	N17°25'55"W	21.21'
C7	3°32'59"	475.00'	29.43'	S41°22'30"W	29.42'	C33	90°00'00"	15.00'	23.56'	N72°34'05"E	21.21'
C8	116°34'23"	50.00'	101.73'	N33°50'04"E	85.07'	C34	52°01'12"	15.00'	13.62'	S01°33'29"W	13.16'
C9	52°01'12"	15.00'	13.62'	N01°33'29"E	13.16'	C35	194°02'25"	50.00'	169.33'	N72°34'05"E	99.25'
C10	13°09'09"	625.00'	143.47'	N20°59'31"E	143.16'	C36	52°01'12"	15.00'	13.62'	N36°25'19"W	13.16'
C11	52°01'12"	15.00'	13.62'	N40°25'32"E	13.16'	C37	90°00'00"	15.00'	23.56'	S17°25'55"E	21.21'
C12	194°02'25"	50.00'	169.33'	N30°35'04"W	99.25'	C38	90°00'00"	15.00'	23.56'	S72°34'05"W	21.21'
C13	52°01'12"	15.00'	13.62'	S78°24'20"W	13.16'	C39	90°00'00"	15.00'	23.56'	S72°34'05"W	21.21'
C14	16°04'35"	50.00'	14.03'	N23°12'46"W	13.98'	C40	90°00'00"	15.00'	23.56'	N17°25'55"W	21.21'
C15	9°22'14"	325.00'	53.15'	N09°43'49"E	53.09'	C41	90°00'00"	15.00'	23.56'	S72°34'05"W	21.21'
C16	7°23'47"	325.00'	41.95'	N19°48'38"W	41.93'	C42	90°00'00"	15.00'	23.56'	N17°25'55"W	21.21'
C17	24°44'32"	300.00'	129.55'	S50°03'39"E	128.55'	C43	8°45'38"	300.00'	45.87'	N66°48'44"W	45.83'
C18	28°35'44"	500.00'	249.54'	N41°51'57"E	246.96'	C44	8°45'38"	300.00'	45.87'	S66°48'44"E	45.83'
C19	13°00'51"	500.00'	113.57'	N49°39'23"E	113.33'	C45	84°22'04"	25.50'	37.55'	S75°22'49"W	34.25'
C20	90°24'09"	25.00'	39.45'	S17°37'57"E	35.48'	C46	24°38'28"	275.00'	118.11'	S50°07'41"E	117.20'
C21	8°45'38"	300.00'	45.87'	N58°03'06"W	45.83'	C47	24°38'05"	325.00'	139.74'	S50°06'52"E	138.66'
C22	8°45'38"	300.00'	45.87'	S58°03'06"E	45.83'	C48	13°00'49"	525.00'	119.24'	N49°39'24"E	118.99'
C23	90°00'00"	15.00'	23.56'	N72°34'05"E	21.21'	C49	12°33'03"	475.00'	104.05'	N49°25'31"E	103.84'
C24	48°30'09"	15.00'	12.70'	N03°19'01"E	12.32'	C50	28°35'44"	475.00'	237.07'	S41°51'57"W	234.61'
C25	194°02'25"	50.00'	169.33'	S72°34'05"W	99.25'	C51	20°29'39"	525.00'	187.79'	S37°48'54"W	186.79'
C26	52°01'12"	15.00'	13.62'	S36°25'19"E	13.16'						



LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N85°38'46"W	84.38'	L25	N56°03'48"E	140.41'
L2	N62°25'55"W	35.45'	L26	N10°01'41"W	62.95'
L3	N62°25'55"W	50.00'	L27	N28°39'06"W	63.56'
L4	N62°25'55"W	50.00'	L28	N49°35'26"W	70.81'
L5	N62°25'55"W	104.53'	L29	N75°55'00"W	97.58'
L6	N62°26'57"W	114.00'	L30	S73°30'03"W	97.58'
L7	S37°41'23"E	37.91'	L31	N62°26'32"W	56.90'
L8	S62°25'55"E	114.00'	L32	N27°33'28"E	124.35'
L9	S56°45'49"E	126.56'	L33	S62°25'55"E	12.99'
L10	S60°24'00"E	110.66'	L34	S62°25'55"E	10.45'
L11	N48°32'15"E	67.42'	L35	N13°54'04"E	56.60'
L12	N75°35'04"W	76.95'	L36	N62°25'55"W	10.45'
L13	N02°46'19"W	105.59'	L37	N62°26'09"W	12.67'
L14	S79°59'57"W	123.83'	L38	S27°34'05"W	50.00'
L15	N56°08'09"E	115.62'	L39	S27°34'05"W	54.74'
L16	N16°08'29"W	38.98'	L40	N04°05'25"E	59.13'
L17	N53°32'59"W	99.32'	L41	S70°46'22"E	116.20'
L18	S84°44'51"W	127.43'	L42	S88°54'18"E	90.02'
L19	N14°24'56"E	120.00'	L43	N07°10'59"E	102.39'
L20	N75°35'04"W	130.00'	L44	N07°10'59"E	98.68'
L21	N14°24'56"E	3.70'	L45	S66°33'01"E	260.67'
L22	S84°57'18"E	136.15'	L46	S62°25'55"E	140.68'
L23	N08°48'51"W	163.90'	L47	S27°34'05"W	79.54'
L24	S75°39'03"W	125.95'	L48	S04°05'25"W	54.08'



MANOR HEIGHTS PHASE 3, SECTION 1
106.055 ACRES
 CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, 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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	02/04/2022	069255703	6 OF 8

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
 AUSTIN, TEXAS 78759
 TBPE FIRM REGISTRATION NO. F-928
 PH: (512) 418-1771 FAX: (512) 418-1791
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP, INC.,
 A DELAWARE CORPORATION
 10700 PECAN PARK BLVD. STE. 150
 AUSTIN, TEXAS 78750
 CONTACT: JEFF SCOTT

GENERAL INFORMATION:

TOTAL ACREAGE	106.055 ACRES
TOTAL LINEAR FEET OF ROW	6,203'
LINEAR FEET OF 50' ROW	5,226'
LINEAR FEET OF 114' ROW	977'
ACREAGE OF ROW	8.361 ACRES
NUMBER OF SINGLE FAMILY LOTS	140
ACREAGE OF SINGLE FAMILY LOTS	22.960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
ACREAGE OF NON-RESIDENTIAL LOTS	74.734 ACRES
TOTAL NUMBER OF LOTS	149

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 106.055 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 3, SECTION 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 106.055 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN TO BE KNOWN AS "MANOR HEIGHTS PHASE 3, SECTION 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY MAY 25 2022

BY: [Signature]
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
JEFF SCOTT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF MAY 2022

[Signature]
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 1-3-22
COUNTY OF WILLIAMSON
THE STATE OF TEXAS



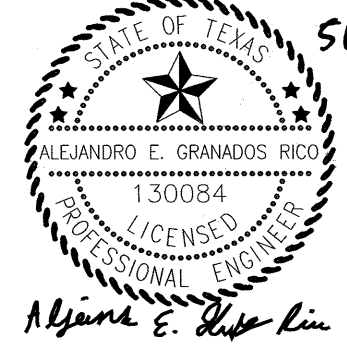
STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature]
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759



STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com



SURVEYOR'S NOTES

- 1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE MANOR HEIGHTS PHASE 3 SECTION 1 FINAL PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
(SEE TYPICAL SETBACK DETAIL)
FRONT YARD - 20'
REAR YARD - 10'
SIDE YARD - 5'
STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
15. LOT 8, BLOCK D, DRAINAGE LOT IS DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT, IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018 AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT, UPON TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
16. LOT 1, BLOCK A, LANDSCAPE LOT, LOT 15, BLOCK A, DRAINAGE LOT, LOT 20, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT, LOT 15, BLOCK B, DRAINAGE LOT, LOT 20, BLOCK B, LANDSCAPE LOT, LOT 1, BLOCK C, LANDSCAPE LOT, AND LOT 1, BLOCK F, LANDSCAPE LOT ARE TO BE DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING AND MAINTAINING LANDSCAPING IN THE DRAINAGE LOTS.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.

CITY OF MANOR ACKNOWLEDGMENTS

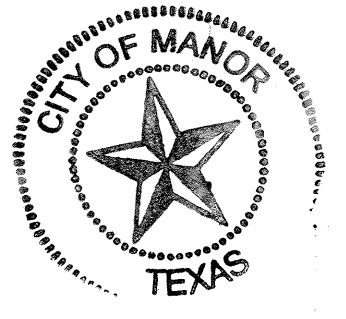
THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 14th DAY OF June 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF May 2022

APPROVED: [Signature] ATTEST: [Signature]
JULIE LEONARD, CHAIRPERSON LLOVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF May 2022

APPROVED: [Signature] ATTEST: [Signature]
DR. CHRISTOPHER HARVEY, MAYOR LLOVIA T. ALMARAZ, CITY SECRETARY



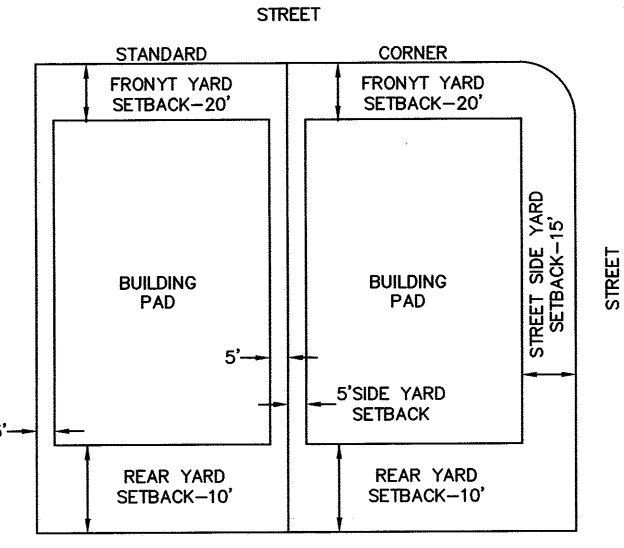
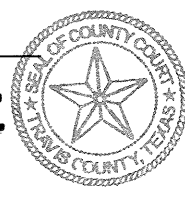
COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 21st DAY OF June 2022 AT 12:14 O'CLOCK PM, DULY RECORDED ON THE DAY OF 21st DAY OF June 2022 AT 12:14 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202200161, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 21st DAY OF June 2022

REBECCA GUERRERO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]
DEPUTY
T. PEREZ



TYPICAL SETBACK DETAIL
NOT TO SCALE

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

MANOR HEIGHTS PHASE 3, SECTION 1
106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS



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

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, DJG, JGM, 02/04/2022, 069255703, 7 OF 8

202200161

A METES AND BOUNDS DESCRIPTION OF A 106.055 ACRE TRACT OF LAND

BEING a 106.055 acre (4,619,755 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, and Lemuel Kimbro Survey No. 64, Abstract No. 456, City of Manor, Travis County, Texas; containing a portion of a called 157,9603 acre tract of land described in instrument to Forestar (USA) Real Estate Group, Inc. recorded in Document No. 2019171725 and corrected in Document No. 2019176021 of the Official Public Records of Travis County, and containing a portion of a called 3,469 acre tract of land described in instrument to Forestar (USA) Real Estate Group, Inc. recorded in Document No. 2019171724 of the Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the northerly right-of-way line of said Old Kimbro Road marking the southwestern-most corner of a called 75 acre tract of land described in instrument to Laurie Pickerill and Daryl Swenson recorded in Document No. 2018193347 of the Official Public Records of Travis County;

- THENCE, along the northerly right-of-way line of said Old Kimbro Road, the following fifteen (15) courses and distances; 1. North 85°38'46" West, 84.38 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 2. North 85°54'35" West, 744.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 3. North 85°48'57" West, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 4. in a northwesterly direction, along a tangent curve to the right, a central angle of 23°23'02", a radius of 1060.00 feet, a chord bearing and distance of North 74°07'26" West, 429.62 feet, and a total arc length of 432.61 feet to a point for corner of tangency; 5. North 62°25'55" West, 35.45 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 6. in a northwesterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 17°25'55" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency; 7. North 62°25'55" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 8. in a southwesterly direction, along a non-tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'05" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency; 9. North 62°25'55" West, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 10. in a northwesterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 17°25'55" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency; 11. North 62°25'55" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 12. in a southwesterly direction, along a non-tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'05" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency; 13. North 62°25'55" West, 104.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 14. in a northwesterly direction, along a tangent curve to the right, a central angle of 89°58'58", a radius of 30.00 feet, a chord bearing and distance of North 17°26'26" West, 42.42 feet, and a total arc length of 47.11 feet to a point of tangency; 15. North 62°26'57" West, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, North 27°30'26" East, 441.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southwest most corner of aforesaid 157,9603 acre tract on the southeasterly line of Lot 1 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Official Public Records of Travis County;

THENCE, North 27°34'05" East, 536.04 feet along the easterly boundary line of said Lot 1 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set in concrete for corner;

- THENCE, departing from said Lot 1 and crossing said 157,9603 acre tract, the following forty-two (42) courses and distances: 1. South 62°25'55" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 2. North 27°34'05" East, 405.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 3. South 62°25'55" East, 183.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 4. South 55°45'49" East, 126.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 5. South 62°25'55" East, 448.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 6. South 50°24'00" East, 110.66 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 7. in a southwesterly direction, along a non-tangent curve to the right, a central angle of 3°32'59", a radius of 475.00 feet, a chord bearing and distance of South 41°22'30" West, 29.42 feet, and a total arc length of 29.43 feet to a point of tangency; 8. South 46°51'01" East, 165.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 9. North 48°32'15" East, 67.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 10. North 39°56'34" East, 141.31 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 11. in a northeasterly direction, along a non-tangent curve to the left, a central angle of 116°34'23", a radius of 50.00 feet, a chord bearing and distance of North 33°50'04" East, 85.07 feet, and a total arc length of 101.73 feet to a point of tangency; 12. in a northeasterly direction, along a tangent reverse curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of North 1°33'29" East, 13.16 feet, and a total arc length of 13.62 feet to a point of tangency; 13. North 27°34'05" East, 385.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 14. in a northeasterly direction, along a tangent curve to the left, a central angle of 13°09'09", a radius of 625.00 feet, a chord bearing and distance of North 20°59'31" East, 143.16 feet, and a total arc length of 143.47 feet to a point of tangency; 15. North 14°24'56" East, 179.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 16. in a northeasterly direction, along a tangent curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of North 40°25'32" East, 13.16 feet, and a total arc length of 13.62 feet to a point of tangency; 17. in a northwesterly direction, along a tangent reverse curve to the left, a central angle of 194°02'25", a radius of 50.00 feet, a chord bearing and distance of North 30°35'04" West, 99.25 feet, and a total arc length of 169.33 feet to a point of tangency; 18. in a southwesterly direction, along a tangent reverse curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of South 78°24'20" West, 13.16 feet, and a total arc length of 13.62 feet to a point of tangency; 19. North 75°35'04" West, 76.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 20. North 16°50'50" East, 250.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 21. North 2°48'19" West, 105.59 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 22. South 79°59'57" West, 123.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 23. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 16°04'35", a radius of 50.00 feet, a chord bearing and distance of North 23°12'46" West, 13.98 feet, and a total arc length of 14.03 feet to a point of tangency; 24. North 56°08'09" East, 115.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 25. North 16°08'29" West, 38.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 26. North 53°32'59" West, 99.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 27. South 84°44'51" West, 127.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 28. North 14°24'56" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 29. North 75°35'04" West, 130.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 30. North 14°24'56" East, 3.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 31. in a northeasterly direction, along a tangent curve to the left, a central angle of 9°22'14", a radius of 325.00 feet, a chord bearing and distance of North 9°43'49" East, 53.09 feet, and a total arc length of 53.15 feet to a point of tangency; 32. South 84°57'18" East, 136.15 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 33. North 8°48'51" West, 163.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 34. South 75°39'03" West, 125.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 35. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 7°23'47", a radius of 325.00 feet, a chord bearing and distance of North 19°48'38" West, 41.93 feet, and a total arc length of 41.95 feet to a point of tangency; 36. North 58°03'48" East, 140.41 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 37. North 10°01'41" West, 62.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 38. North 28°39'06" West, 63.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 39. North 49°35'26" West, 70.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 40. North 75°55'00" West, 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 41. South 73°30'03" West, 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner; 42. North 62°26'32" West, 56.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southwestern-most corner of aforesaid 157,9603 acre tract on the southeasterly line of Lot 3 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Official Public Records of Travis County;

THENCE, North 27°33'28" East, 124.35 feet along the southeasterly boundary line of said Lot 3 and the southwest most corner of a called 114,836 acre tract of land described in instrument to Tiffany Brick Co, L.P. recorded in Document No. 2003150661 of the Official Public Records of Travis County, to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a corner;

THENCE, South 62°20'52" East, 2069.05 feet, departing the easterly line of said Lot 3 of the J.F Nagle Estates and along the southerly boundary line of a called 114,836 acre tract of land, to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a corner;

THENCE, South 27°47'17" West, 2710.56 feet and along the westerly boundary line of a called 75 acre tract of land described in instrument to Laurie Pickerill and Daryl Swenson recorded in Document No. 2018193347 of the Official Public Records of Travis County and to the northerly right-of-way line of said Old Kimbro Road to the POINT OF BEGINNING, and containing 106.055 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 grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK A LOT 1 - LANDSCAPE, BLOCK A LOT 2, BLOCK A LOT 3, BLOCK A LOT 4, BLOCK A LOT 5, BLOCK A LOT 6, BLOCK A LOT 7, BLOCK A LOT 8, BLOCK A LOT 9, BLOCK A LOT 10, BLOCK A LOT 11, BLOCK A LOT 12, BLOCK A LOT 13, BLOCK A LOT 14, BLOCK A LOT 15 - DRAINAGE, BLOCK A LOT 16, BLOCK A LOT 17, BLOCK A LOT 18, BLOCK A LOT 19, BLOCK A LOT 20 - LANDSCAPE, BLOCK B LOT 1 - LANDSCAPE, BLOCK B LOT 2, BLOCK B LOT 3, BLOCK B LOT 4, BLOCK B LOT 5, BLOCK B LOT 6, BLOCK B LOT 7, BLOCK B LOT 8, BLOCK B LOT 9, BLOCK B LOT 10, BLOCK B LOT 11, BLOCK B LOT 12, BLOCK B LOT 13, BLOCK B LOT 14, BLOCK B LOT 15 - DRAINAGE, BLOCK B LOT 16, BLOCK B LOT 17, BLOCK B LOT 18

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK B LOT 19, BLOCK B LOT 20 - LANDSCAPE, BLOCK B LOT 21, BLOCK B LOT 22, BLOCK B LOT 23, BLOCK B LOT 24, BLOCK B LOT 25, BLOCK B LOT 26, BLOCK B LOT 27, BLOCK B LOT 28, BLOCK B LOT 29, BLOCK B LOT 30, BLOCK B LOT 31, BLOCK B LOT 32, BLOCK B LOT 33, BLOCK B LOT 34, BLOCK B LOT 35, BLOCK B LOT 36, BLOCK B LOT 37, BLOCK C LOT 1 - LANDSCAPE, BLOCK C LOT 2, BLOCK C LOT 3, BLOCK C LOT 4, BLOCK C LOT 5, BLOCK C LOT 6, BLOCK C LOT 7, BLOCK C LOT 8, BLOCK C LOT 9, BLOCK C LOT 10, BLOCK C LOT 11, BLOCK C LOT 12, BLOCK C LOT 13, BLOCK C LOT 14, BLOCK C LOT 15, BLOCK C LOT 16, BLOCK C LOT 17, BLOCK C LOT 18, BLOCK C LOT 19

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK C LOT 20, BLOCK C LOT 21, BLOCK C LOT 22, BLOCK C LOT 23, BLOCK C LOT 24, BLOCK C LOT 25, BLOCK C LOT 26, BLOCK D LOT 1, BLOCK D LOT 2, BLOCK D LOT 3, BLOCK D LOT 4, BLOCK D LOT 5, BLOCK D LOT 6, BLOCK D LOT 7, BLOCK D LOT 8 - DRAINAGE, BLOCK D LOT 9, BLOCK D LOT 10, BLOCK D LOT 11, BLOCK D LOT 12, BLOCK D LOT 13, BLOCK D LOT 14, BLOCK D LOT 15, BLOCK D LOT 16, BLOCK D LOT 17, BLOCK D LOT 18, BLOCK D LOT 19, BLOCK D LOT 20, BLOCK D LOT 21, BLOCK D LOT 22, BLOCK D LOT 23, BLOCK D LOT 24, BLOCK D LOT 25, BLOCK D LOT 26, BLOCK E LOT 1, BLOCK E LOT 2, BLOCK E LOT 3, BLOCK E LOT 4, BLOCK E LOT 5

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK E LOT 6, BLOCK E LOT 7, BLOCK E LOT 8, BLOCK E LOT 9, BLOCK E LOT 10, BLOCK E LOT 11, BLOCK E LOT 12, BLOCK E LOT 13, BLOCK E LOT 14, BLOCK E LOT 15, BLOCK E LOT 16, BLOCK E LOT 17, BLOCK E LOT 18, BLOCK E LOT 19, BLOCK E LOT 20, BLOCK F LOT 1 - LANDSCAPE, BLOCK F LOT 2, BLOCK F LOT 3, BLOCK F LOT 4, BLOCK F LOT 5, BLOCK F LOT 6, BLOCK F LOT 7, BLOCK F LOT 8, BLOCK F LOT 9, BLOCK F LOT 10, BLOCK F LOT 11, BLOCK F LOT 12, BLOCK F LOT 13, BLOCK F LOT 14, BLOCK F LOT 15, BLOCK F LOT 16, BLOCK F LOT 17, BLOCK F LOT 18, BLOCK F LOT 19, BLOCK F LOT 20, OVERALL BOUNDARY, ROW

MANOR HEIGHTS PHASE 3, SECTION 1 106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 601 NW LOOP 410, SUITE 350 SAN ANTONIO, TEXAS 78216 PH: (210) 541-9166 FAX: (210) 541-8699 CONTACT: JOHN G. MOSIER, R.P.L.S. TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200 AUSTIN, TEXAS 78759 TBPE FIRM REGISTRATION NO. F-928 PH: (512) 418-1771 FAX: (512) 418-1791 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

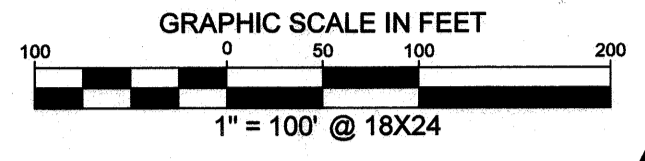
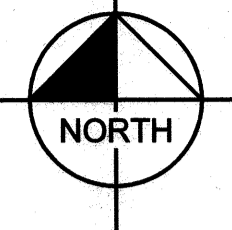
OWNER/DEVELOPER: FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION 10700 PECAN PARK BLVD. STE. 150 AUSTIN, TEXAS 78750 CONTACT: JEFF SCOTT

Kimley»Horn logo and contact information: 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, DJG, JGM, 02/04/2022, 069255703, 8 OF 8

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3 - 1.DWG PLOTTED BY: GONZALEZ, DAVID 6/29/2022 10:29 AM LAST SAVED: 6/29/2022 10:27 AM

202400016

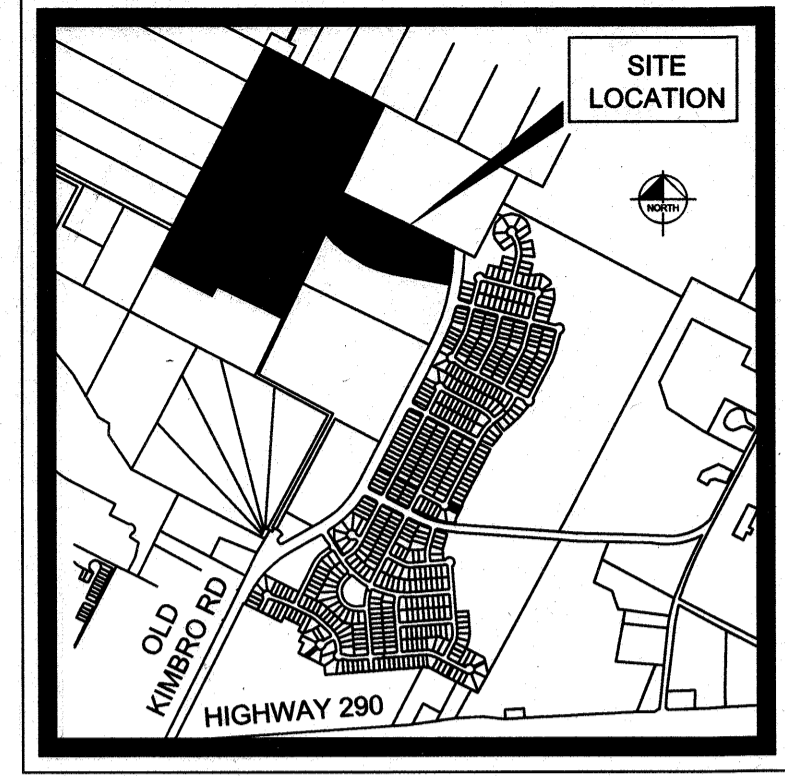


LEGEND

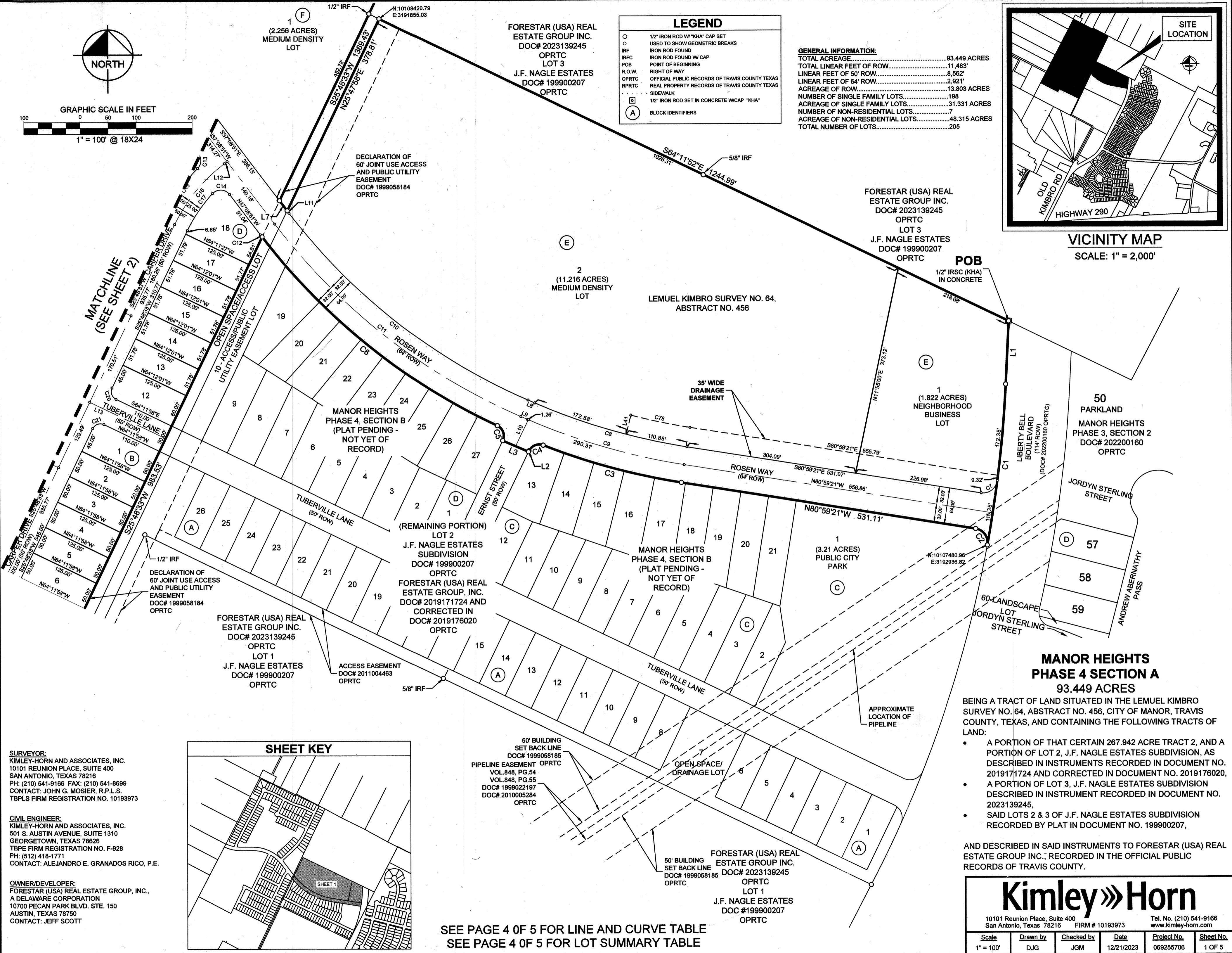
○	1/2" IRON ROD W/ "KHA" CAP SET USED TO SHOW GEOMETRIC BREAKS
○	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
POB	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
RPRTC	REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
---	SIDEWALK
□	1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
(A)	BLOCK IDENTIFIERS

GENERAL INFORMATION:

TOTAL ACREAGE.....	93.449 ACRES
TOTAL LINEAR FEET OF ROW.....	11,483'
LINEAR FEET OF 50' ROW.....	8,562'
LINEAR FEET OF 64' ROW.....	2,921'
ACREAGE OF ROW.....	13,803 ACRES
NUMBER OF SINGLE FAMILY LOTS.....	198
ACREAGE OF SINGLE FAMILY LOTS.....	31.331 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	7
ACREAGE OF NON-RESIDENTIAL LOTS.....	48.315 ACRES
TOTAL NUMBER OF LOTS.....	205



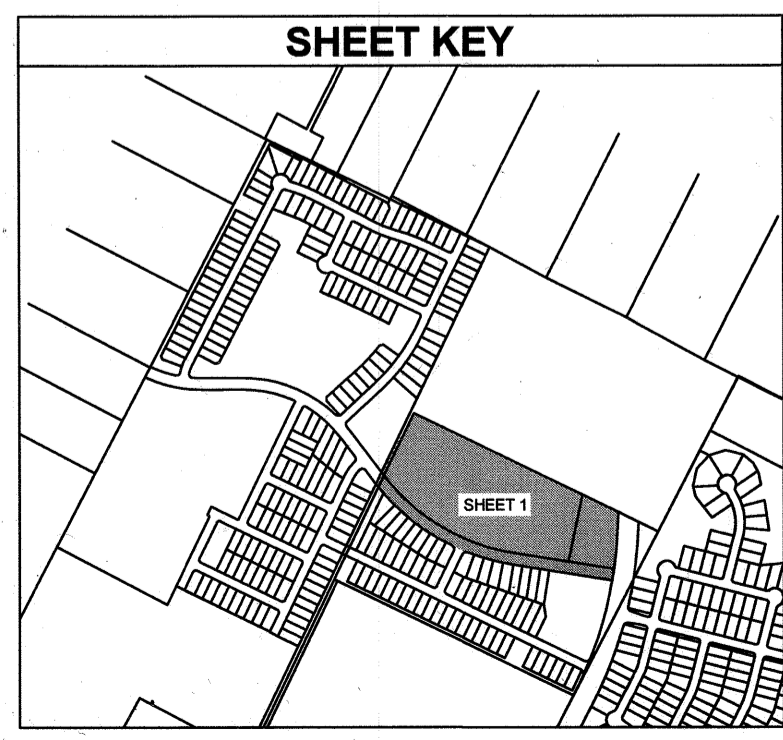
VICINITY MAP
SCALE: 1" = 2,000'



SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT



SEE PAGE 4 OF 5 FOR LINE AND CURVE TABLE
SEE PAGE 4 OF 5 FOR LOT SUMMARY TABLE

MANOR HEIGHTS PHASE 4 SECTION A
93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	12/21/2023	069255706	1 OF 5

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202400016

GENERAL INFORMATION:
 TOTAL ACREAGE.....93.449 ACRES
 TOTAL LINEAR FEET OF ROW.....11,483'
 LINEAR FEET OF 60' ROW.....8,562'
 LINEAR FEET OF 64' ROW.....2,921'
 ACREAGE OF ROW.....13,803 ACRES
 NUMBER OF SINGLE FAMILY LOTS.....198
 ACREAGE OF SINGLE FAMILY LOTS.....31.331 ACRES
 NUMBER OF NON-RESIDENTIAL LOTS.....
 ACREAGE OF NON-RESIDENTIAL LOTS.....48.315 ACRES
 TOTAL NUMBER OF LOTS.....205

1/2" IRF
 CALLED 10.305 ACRES
 LETICIA C. &
 JOSE J. LANDEROS
 REVOCABLE TRUST
 DOC# 2022039461
 OPRTC
 IRSC

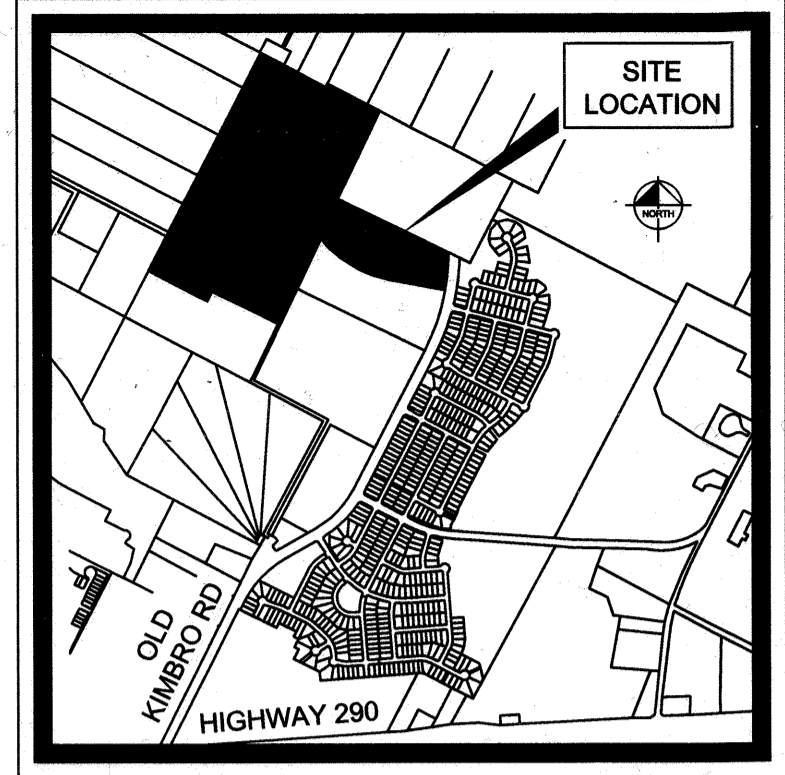
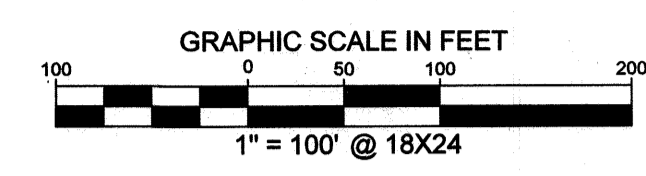
1/2" IRF
 (10.187 ACRES)
 ERNESTO SUAREZ
 DOC #2007081841
 OPRTC

21
 (19.640 ACRES)
 MEDIUM DENSITY
 LOT

LEMUEL KIMBRO SURVEY NO. 64,
 ABSTRACT NO. 456

(CALLED 12,919 ACRES)
 MARIA RIOJAS
 VOL. 13278, PG. 1339
 CORRECTED IN
 VOL. 13372, PG. 1733
 RPRTC
 TRAVIS COUNTY
 CITY LIMIT

MATCHLINE
 (SEE SHEET 3)



VICINITY MAP
 SCALE: 1" = 2,000'

LEGEND

- 1/2" IRON ROD W/ "KHA" CAP SET
- USED TO SHOW GEOMETRIC BREAKS
- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND W/ CAP
- POB POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
- SIDEWALK
- 1/2" IRON ROD SET IN CONCRETE W/ CAP "KHA"
- BLOCK IDENTIFIERS

**MANOR HEIGHTS
 PHASE 4 SECTION A
 93.449 ACRES**

26 BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

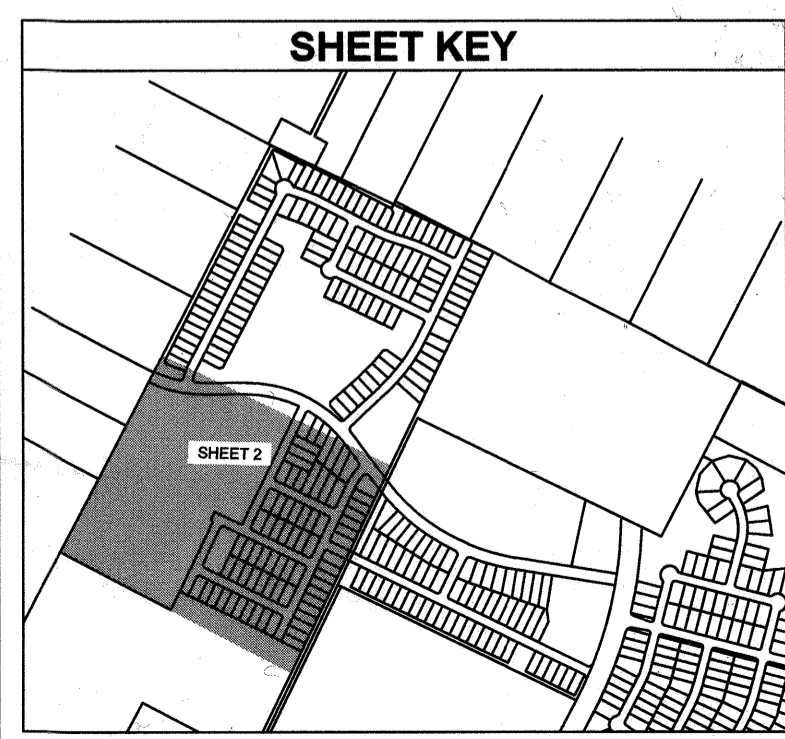
- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	12/21/2023	069255706	2 OF 5



SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
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 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 501 S. AUSTIN AVENUE, SUITE 1310
 GEORGETOWN, TEXAS 78626
 TBPE FIRM REGISTRATION NO. F-928
 PH: (512) 418-1771
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

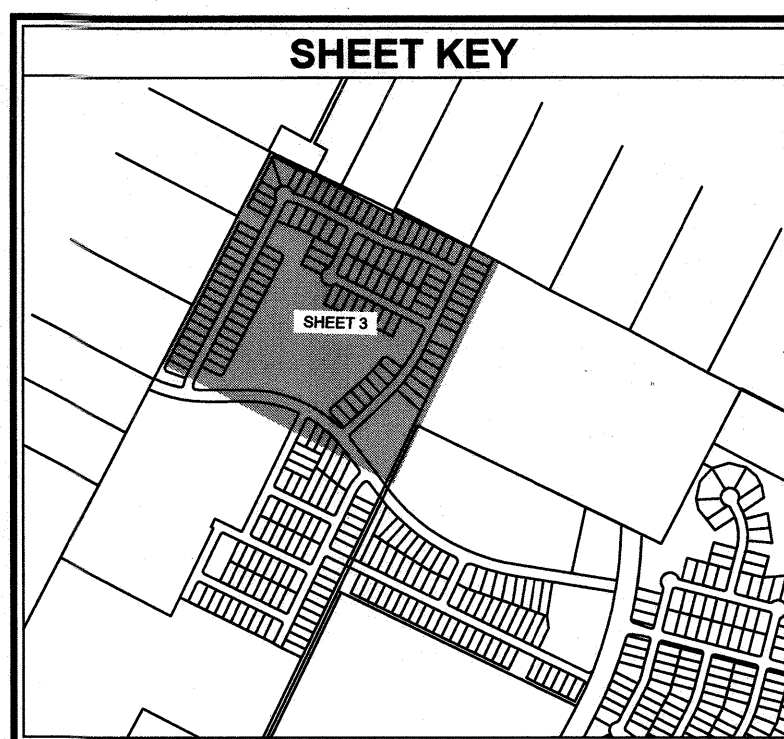
OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP, INC.,
 A DELAWARE CORPORATION
 10700 PECAN PARK BLVD. STE. 150
 AUSTIN, TEXAS 78750
 CONTACT: JEFF SCOTT

S25°48'33"W
 88.89'
 CALLED 267.942 ACRES
 FORESTAR (USA) REAL
 ESTATE GROUP, INC.
 DOC# 2019171724 AND
 CORRECTED IN
 DOC# 2019176020
 OPRTC

SEE PAGE 4 OF 5 FOR LINE AND CURVE TABLE
 SEE PAGE 4 OF 5 FOR LOT SUMMARY TABLE

DECLARATION OF
 60" JOINT USE ACCESS AND
 PUBLIC UTILITY EASEMENT
 DOC# 1999058184 OPRTC

202400016



GENERAL INFORMATION:

TOTAL ACREAGE	93.449 ACRES
TOTAL LINEAR FEET OF ROW	11,483'
LINEAR FEET OF 50' ROW	8,562'
LINEAR FEET OF 64' ROW	2,921'
ACREAGE OF ROW	13.803 ACRES
NUMBER OF SINGLE FAMILY LOTS	198
ACREAGE OF SINGLE FAMILY LOTS	31,331 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	7
ACREAGE OF NON-RESIDENTIAL LOTS	48.315 ACRES
TOTAL NUMBER OF LOTS	205

(13.584 ACRES)
PHILIP A. & LILLIAN T. WHEAT
 DOC# 2011152762
 OPRTC

(12.867 ACRES)
JONES KENT
 DOC# 2018191326
 OPRTC

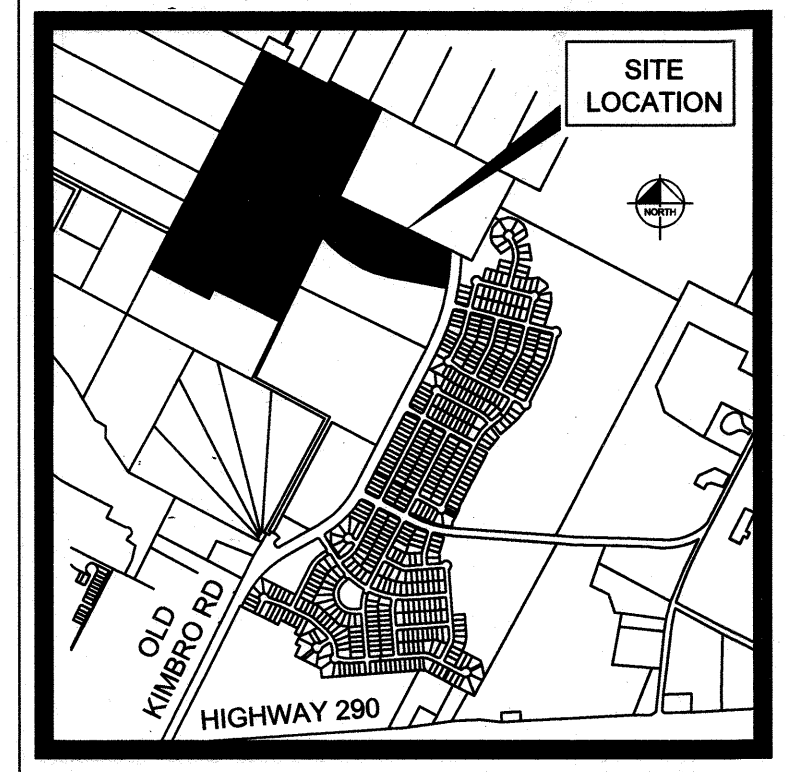
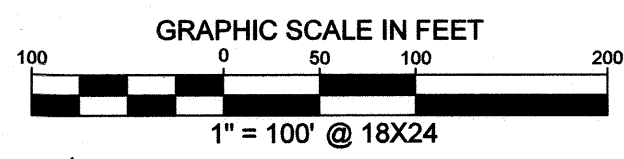
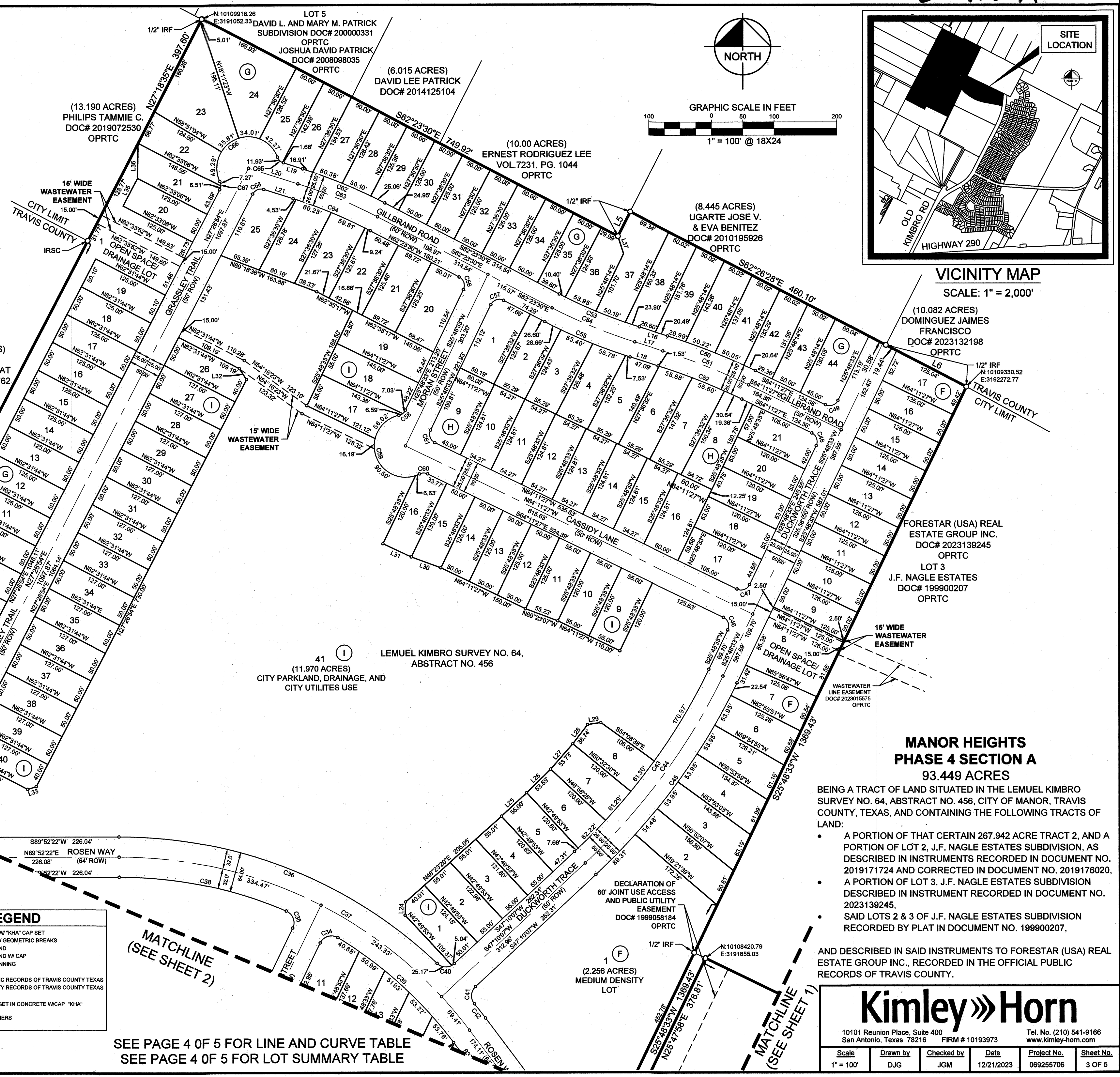
SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 501 S. AUSTIN AVENUE, SUITE 1310
 GEORGETOWN, TEXAS 78626
 TBPE FIRM REGISTRATION NO. F-928
 PH: (512) 418-1771
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP, INC.,
 A DELAWARE CORPORATION
 10700 PECAN PARK BLVD. STE. 150
 AUSTIN, TEXAS 78750
 CONTACT: JEFF SCOTT

LEGEND

○	1/2" IRON ROD W/ "KHA" CAP SET
○	USED TO SHOW GEOMETRIC BREAKS
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
POB	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
RPRTC	REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
---	SIDEWALK
□	1/2" IRON ROD SET IN CONCRETE W/ CAP "KHA"
A	BLOCK IDENTIFIERS



VICINITY MAP
SCALE: 1" = 2,000'

(10.082 ACRES)
DOMINGUEZ JAIMES FRANCISCO
 DOC# 2023132198
 OPRTC

FORESTAR (USA) REAL ESTATE GROUP INC.
 DOC# 2023139245
 OPRTC
LOT 3
J.F. NAGLE ESTATES
 DOC# 199900207
 OPRTC

MANOR HEIGHTS PHASE 4 SECTION A
 93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020.
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245.
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	12/21/2023	069255706	3 OF 5

SEE PAGE 4 OF 5 FOR LINE AND CURVE TABLE
 SEE PAGE 4 OF 5 FOR LOT SUMMARY TABLE

DWG NAME: K:\SINA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HTS PHASE 4_SECTION A.DWG PLOTTED BY: GONZALEZ, DAVID 12/28/2023 3:06 PM LAST SAVED 12/27/2023 10:05 PM

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK B LOT 1 through BLOCK G LOT 4.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK G LOT 5 through BLOCK H LOT 1.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK H LOT 2 through BLOCK I LOT 21.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK I LOT 22 through BLOCK K LOT 4.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. Rows include BLOCK K LOT 5 through BLOCK O LOT 21.

LINE TABLE with columns: NO., BEARING, LENGTH. Rows include L1 through L21.

LINE TABLE with columns: NO., BEARING, LENGTH. Rows include L22 through L41.

A METES AND BOUNDS DESCRIPTION OF A 93.449 ACRE TRACT OF LAND. BEING A 93.449 ACRE (4,070,642 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NUMBER 64, ABSTRACT NUMBER 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS...

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 10101 REUNION PLACE, SUITE 400 SAN ANTONIO, TEXAS 78216. CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 501 S. AUSTIN AVENUE, SUITE 1310 GEORGETOWN, TEXAS 78626. OWNER/DEVELOPER: FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION 10700 PECAN PARK BLVD. STE. 150 AUSTIN, TEXAS 78750.

CURVE TABLE with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows include C1 through C20.

CURVE TABLE with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows include C21 through C40.

CURVE TABLE with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows include C41 through C60.

CURVE TABLE with columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows include C61 through C78.

MANOR HEIGHTS PHASE 4 SECTION A 93.449 ACRES. BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS... Kimley Horn logo and contact information.

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., THE OWNER OF 93.449 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND, AND A PORTION OF LOT 2 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020. A PORTION OF LOT 3 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2023139245. LOT 2 AND LOT 3 OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207. ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 4 SECTION A" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 93.449 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS PHASE 4 SECTION A" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY 12/28/2023

BY: Michael Copeland
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD, STE. 150
AUSTIN, TEXAS 78750

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED [Signature] KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28th DAY OF Dec, 2023

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 132922816
MY COMMISSION EXPIRES: 12/28/2024
COUNTY OF TRAVIS
THE STATE OF TEXAS

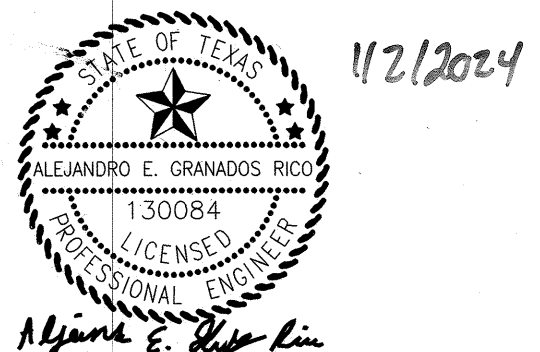
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626



STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 12-28-23
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-321-3402
greg.mosier@kimley-horn.com

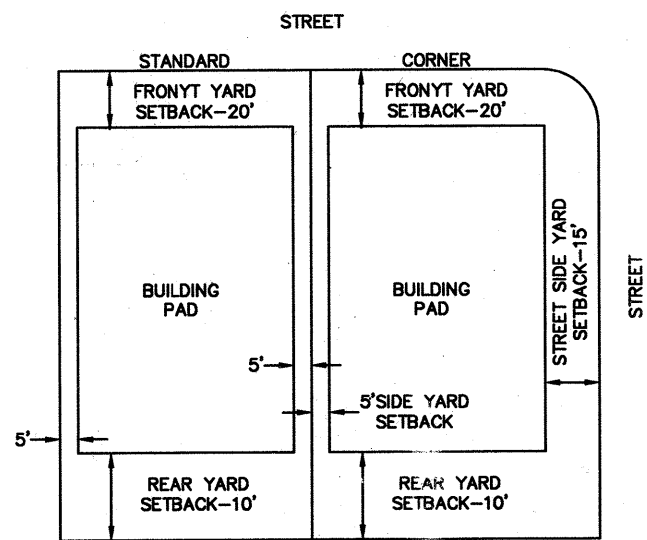


SURVEYOR'S NOTES:

- 1. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED AFTER ROAD CONSTRUCTION AND PRIOR TO LOTS SALES WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
3. ALL DISTANCES ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS: (SEE TYPICAL SETBACK DETAIL)
FRONT YARD - 20'
REAR YARD - 10'
SIDE YARD - 5'
STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 8, BLOCK F, OPEN SPACE/DRAINAGE LOT, AND LOT 1, BLOCK G, OPEN SPACE/DRAINAGE LOT, ARE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THE HOMEOWNER'S ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING, MAINTAINING, AND LANDSCAPING IN THE DRAINAGE LOTS.
16. DEDICATION AND CONVEYANCE LOT 41, BLOCK I, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 41, BLOCK I, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.



TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE, 25th DAY OF Jan, 2024

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE, 13th DAY OF Dec, 2023

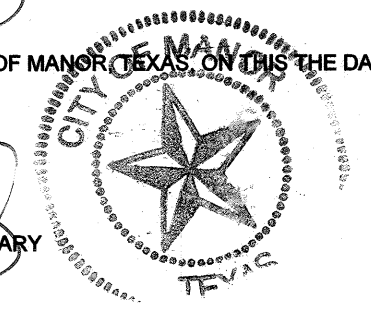
APPROVED: [Signature]
CAKESHA SMALL, CHAIRPERSON
Felix Paiz

ATTEST: [Signature]
LUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE, 13th DAY OF Dec, 2023

APPROVED: [Signature]
DR. CHRISTOPHER HARVEY, MAYOR

ATTEST: [Signature]
LUVIA T. ALMARAZ, CITY SECRETARY



COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DYANA LIMON - MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE, 30th DAY OF January, 2024 AT 11:17 O'CLOCK PM DULY RECORDED ON THE DAY OF 30th DAY OF January, 2024 IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202400016 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 30th DAY OF January, 24

DYANA LIMON - MERCADO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]
DEPUTY TORI GARZA



MANOR HEIGHTS
PHASE 4 SECTION A
93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020.
• A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245.
• SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

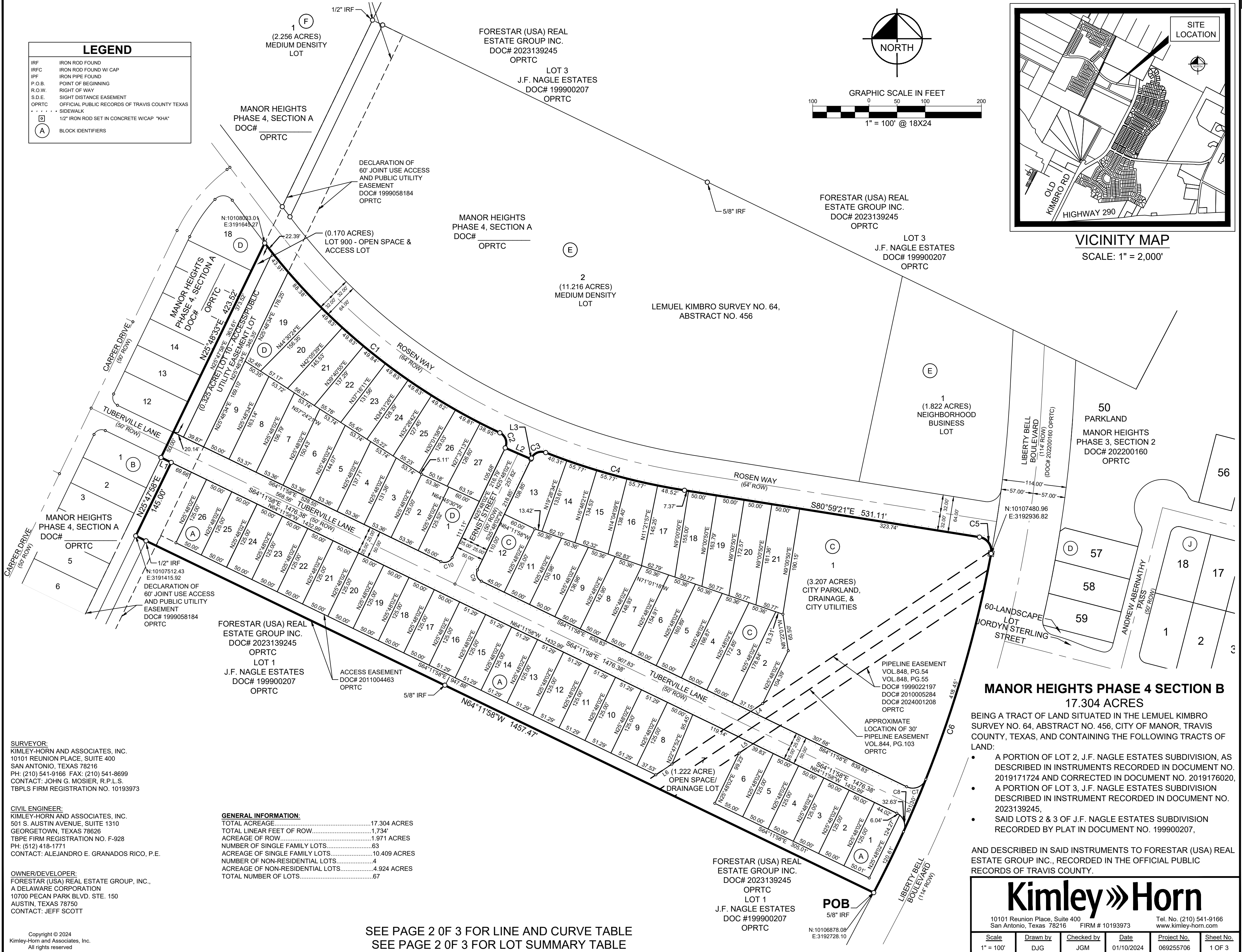
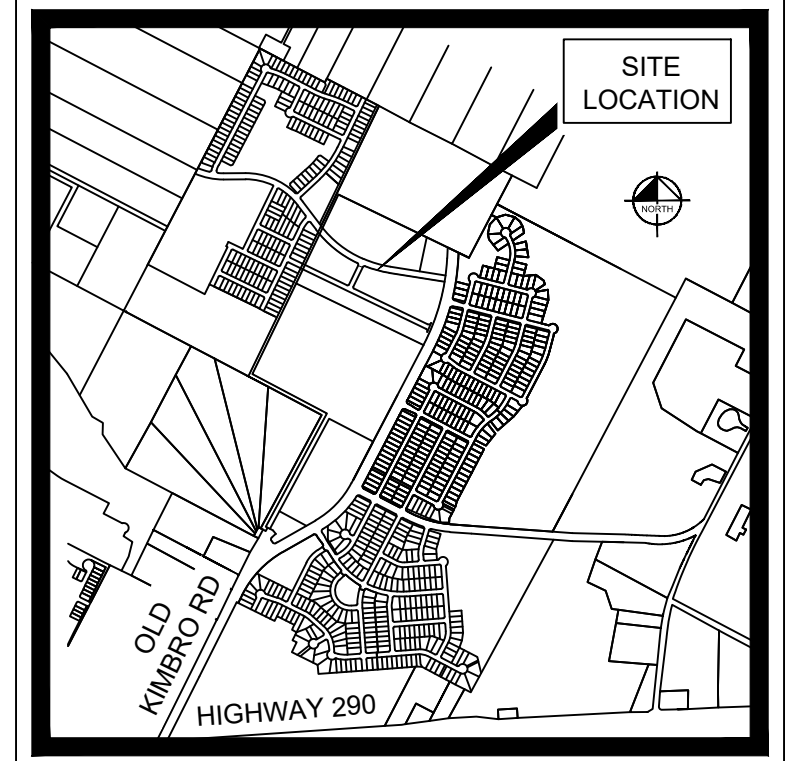
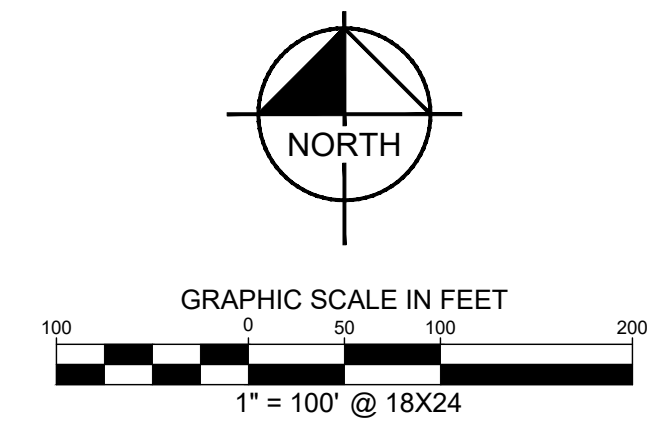
Kimley Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, DJG, JGM, 12/21/2023, 069255706, 5 OF 5

LEGEND

IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ CAP
IRP	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- - - - -	SIDEWALK
□	1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
⊙	BLOCK IDENTIFIERS



SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH: (210) 541-9166 FAX: (210) 541-8699
 CONTACT: JOHN G. MOSIER, R.P.L.S.
 TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 501 S. AUSTIN AVENUE, SUITE 1310
 GEORGETOWN, TEXAS 78626
 TBPE FIRM REGISTRATION NO. F-928
 PH: (512) 418-1771
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
 FORESTAR (USA) REAL ESTATE GROUP, INC.,
 A DELAWARE CORPORATION
 10700 PECAN PARK BLVD. STE. 150
 AUSTIN, TEXAS 78750
 CONTACT: JEFF SCOTT

GENERAL INFORMATION:

TOTAL ACREAGE.....	17.304 ACRES
TOTAL LINEAR FEET OF ROW.....	1,734'
ACREAGE OF ROW.....	1,971 ACRES
NUMBER OF SINGLE FAMILY LOTS.....	63
ACREAGE OF SINGLE FAMILY LOTS.....	10,409 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	4
ACREAGE OF NON-RESIDENTIAL LOTS.....	4,924 ACRES
TOTAL NUMBER OF LOTS.....	67

SEE PAGE 2 OF 3 FOR LINE AND CURVE TABLE
 SEE PAGE 2 OF 3 FOR LOT SUMMARY TABLE

MANOR HEIGHTS PHASE 4 SECTION B
 17.304 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
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AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	01/10/2024	069255706	1 OF 3

DWG NAME: K:\S\A\ SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS PHASE 4 SECTION B.DWG PLOTTED BY: GONZALEZ, DAVID 1/10/2024 4:09 PM\LAST SAVED: 1/10/2024 4:06 PM

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A LOT 1	0.143	6,250
BLOCK A LOT 2	0.143	6,250
BLOCK A LOT 3	0.143	6,250
BLOCK A LOT 4	0.143	6,250
BLOCK A LOT 5	0.143	6,250
BLOCK A LOT 6	0.153	6,679
BLOCK A LOT 7 - OPEN SPACE/DRAINAGE LOT	1.222	53,211
BLOCK A LOT 8	0.146	6,377
BLOCK A LOT 9	0.147	6,412
BLOCK A LOT 10	0.147	6,412
BLOCK A LOT 11	0.147	6,412
BLOCK A LOT 12	0.147	6,412
BLOCK A LOT 13	0.147	6,412
BLOCK A LOT 14	0.147	6,412
BLOCK A LOT 15	0.147	6,412
BLOCK A LOT 16	0.147	6,412
BLOCK A LOT 17	0.143	6,250
BLOCK A LOT 18	0.143	6,250
BLOCK A LOT 19	0.143	6,250
BLOCK A LOT 20	0.143	6,250
BLOCK A LOT 21	0.143	6,250
BLOCK A LOT 22	0.143	6,250
BLOCK A LOT 23	0.143	6,250
BLOCK A LOT 24	0.143	6,250
BLOCK A LOT 25	0.143	6,250
BLOCK A LOT 26	0.143	6,250
BLOCK C LOT 1 - CITY PARKLAND/DRAINAGE/CITY UTILITES LOT	3.207	139,677
BLOCK C LOT 2	0.181	7,873
BLOCK C LOT 3	0.202	8,792
BLOCK C LOT 4	0.195	8,493
BLOCK C LOT 5	0.188	8,194
BLOCK C LOT 6	0.181	7,895
BLOCK C LOT 7	0.174	7,596
BLOCK C LOT 8	0.168	7,297
BLOCK C LOT 9	0.161	6,998

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK C LOT 10	0.154	6,699
BLOCK C LOT 11	0.147	6,400
BLOCK C LOT 12	0.171	7,452
BLOCK C LOT 13	0.198	8,632
BLOCK C LOT 14	0.181	7,886
BLOCK C LOT 15	0.184	8,035
BLOCK C LOT 16	0.192	8,369
BLOCK C LOT 17	0.203	8,839
BLOCK C LOT 18	0.183	7,970
BLOCK C LOT 19	0.193	8,409
BLOCK C LOT 20	0.203	8,848
BLOCK C LOT 21	0.213	9,288
BLOCK D LOT 1	0.172	7,501
BLOCK D LOT 2	0.153	6,684
BLOCK D LOT 3	0.157	6,840
BLOCK D LOT 4	0.165	7,179
BLOCK D LOT 5	0.173	7,518
BLOCK D LOT 6	0.180	7,858
BLOCK D LOT 7	0.188	8,197
BLOCK D LOT 8	0.196	8,534
BLOCK D LOT 9	0.191	8,306
BLOCK D LOT 10 - ACCESS/PUBLIC UTILITES EASEMENT LOT	0.325	14,138
BLOCK D LOT 19	0.223	9,692
BLOCK D LOT 20	0.183	7,988
BLOCK D LOT 21	0.171	7,456
BLOCK D LOT 22	0.162	7,068
BLOCK D LOT 23	0.157	6,819
BLOCK D LOT 24	0.154	6,705
BLOCK D LOT 25	0.154	6,724
BLOCK D LOT 26	0.154	6,715
BLOCK D LOT 27	0.175	7,622
BLOCK D LOT 900 - OPEN SPACE/ACCESS LOT	0.170	7,411
RIGHT-OF-WAY	1.971	85,836
SECTION B BOUNDARY	17.304	753,742

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	27°27'17"	1132.00'	542.42'	S51°06'14"E	537.25'
C2	90°37'54"	20.00'	31.64'	S19°30'55"E	28.44'
C3	85°37'45"	20.00'	29.89'	N68°36'54"E	27.19'
C4	12°24'57"	1182.00'	256.14'	S74°46'42"E	255.64'
C5	91°30'23"	25.00'	39.93'	S35°13'36"E	35.82'
C6	17°07'14"	2143.05'	640.37'	S19°05'45"W	637.99'
C7	94°04'39"	25.00'	41.05'	N68°45'42"E	36.59'
C8	88°37'52"	25.00'	38.67'	S19°53'02"E	34.93'
C9	90°00'00"	15.00'	23.56'	S19°11'58"E	21.21'
C10	90°00'00"	15.00'	23.56'	N70°48'02"E	21.21'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N64°11'58"W	20.15'
L2	S66°33'33"E	50.04'
L3	N25°48'02"E	1.84'
L4	N56°17'09"E	25.34'
L5	N56°17'09"E	29.91'
L6	N56°17'09"E	34.44'

A METES AND BOUNDS DESCRIPTION OF A 17.304 ACRE TRACT OF LAND

BEING A 17.304 ACRE (753,742 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NUMBER 64, ABSTRACT NUMBER 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NUMBER 2019176020.
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245.
- SAID LOT 2 & 3, OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF LOT 1 OF J.F. NAGLE ESTATES SUBDIVISION, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE COMMON BOUNDARY LINE OF SAID LOT 1 AND LOT 2, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- NORTH 64°11'58" WEST, 1457.47 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
- NORTH 25°47'58" EAST, 145.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
- NORTH 64°11'58" WEST, 20.15 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
- NORTH 25°48'33" EAST, 423.52 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER ON THE WESTERLY BOUNDARY LINE OF LOT 3 OF SAID J.F. NAGLE ESTATES SUBDIVISION.

THENCE, DEPARTING THE WEST BOUNDARY LINE OF SAID LOT 3, AND CROSSING INTO SAID LOT 2, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- IN A SOUTHEASTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1132.00 FEET, A CHORD SOUTH 51°06'14" EAST, 537.25 FEET, A CENTRAL ANGLE OF 27°27'17", AND AN ARC LENGTH OF 542.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
- IN A SOUTHERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD SOUTH 19°30'55" EAST, 28.44 FEET, A CENTRAL ANGLE OF 90°37'54", AND AN ARC LENGTH OF 31.64 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
- SOUTH 66°33'33" EAST, 50.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
- NORTH 25°48'02" EAST, 1.84 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
- IN A EASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD OF NORTH 68°36'54" EAST, 27.19 FEET, A CENTRAL ANGLE OF 85°37'45", AND AN ARC LENGTH OF 29.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
- IN A EASTERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1182.00 FEET, A CHORD SOUTH 74°46'42" EAST, 256.14 FEET, A CENTRAL ANGLE OF 12°24'57", AND AN ARC LENGTH OF 256.14 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
- SOUTH 80°59'21" EAST, 556.63 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
- IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD SOUTH 18°45'10" WEST, 663.36 FEET, A CENTRAL ANGLE OF 17°48'25", AND AN ARC LENGTH OF 666.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
- SOUTH 80°59'21" EAST, 531.11 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
- IN A SOUTHEASTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD SOUTH 35°13'36" EAST, 35.82 FEET, A CENTRAL ANGLE OF 91°30'23", AND AN ARC LENGTH OF 39.93 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
- IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD SOUTH 19°05'45" WEST, 637.99 FEET, A CENTRAL ANGLE OF 17°07'14", AND AN ARC LENGTH OF 640.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 17.304 ACRES OF LAND IN TRAVIS COUNTY, TEXAS. THE BASIS OF THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THIS DESCRIPTION WAS GENERATED ON 6/14/2022 AT 9:29 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATSMANOR HEIGHTS, PHASE 4, SECTION B.DWG. IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

**MANOR HEIGHTS PHASE 4 SECTION B
17.304 ACRES**

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020.
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245.
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

<h1>Kimley»Horn</h1>					
10101 Reunion Place, Suite 400 San Antonio, Texas 78216			Tel. No. (210) 541-9166 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	01/10/2024	069255706	2 OF 3

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., THE OWNER OF 17.304 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 2 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020. A PORTION OF LOT 3 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2023139245. LOT 2 AND LOT 3 OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 4 SECTION B" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 17.304 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS PHASE 4 SECTION B" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY _____, ____.

BY: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION 10700 PECAN PARK BLVD. STE. 150 AUSTIN, TEXAS 78750

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER _____
MY COMMISSION EXPIRES: _____
COUNTY OF _____
THE STATE OF _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

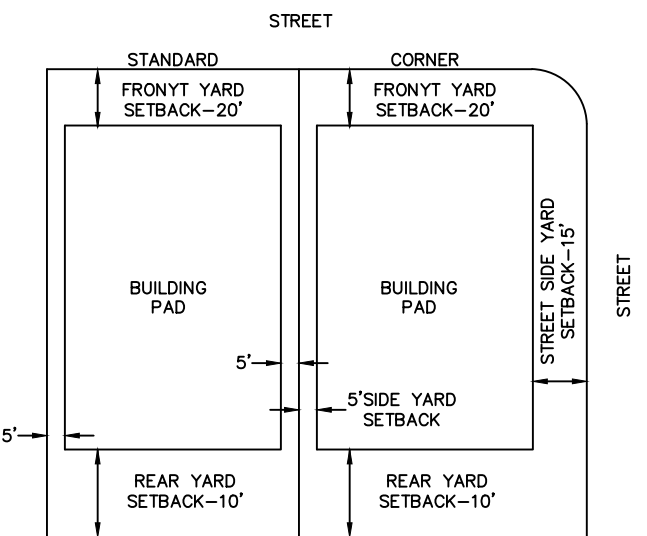
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - State of Texas
10101 Reunion Place, Suite 400
San Antonio, Texas 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

SURVEYOR'S NOTES:

- 1. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED AFTER ROAD CONSTRUCTION AND PRIOR TO LOTS SALES WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
3. ALL DISTANCES ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS: (SEE TYPICAL SETBACK DETAIL)
FRONT YARD - 20'
REAR YARD - 10'
SIDE YARD - 5'
STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 7, BLOCK A, OPEN SPACE/DRAINAGE LOT, AND LOT 10, BLOCK D, ACCESS/PUBLIC UTILITY EASEMENT LOT, ARE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THE HOMEOWNER'S ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING, MAINTAINING, AND LANDSCAPING IN THE DRAINAGE LOTS.
16. DEDICATION AND CONVEYANCE LOT 1, BLOCK C, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK C, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.



TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. ____ DAY OF _____, ____.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. ____ DAY OF _____, ____.

APPROVED: LAKESHA SMALL, CHAIRPERSON
ATTEST: LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. ____ DAY OF _____, ____.

APPROVED: DR. CHRISTOPHER HARVEY, MAYOR
ATTEST: LLUVIA T. ALMARAZ, CITY SECRETARY

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DYANA LIMON - MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. ____ DAY OF _____, ____ AT _____ O'CLOCK ____ DULY RECORDED ON THE DAY OF ____ DAY OF _____, 20__, AT _____ O'CLOCK ____ IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, ____.

DYANA LIMON - MERCADO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

MANOR HEIGHTS PHASE 4 SECTION B
17.304 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley Horn logo and contact information including address, phone, and website.

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, DJG, JGM, 01/10/2024, 069255706, 3 OF 3

DWG NAME: K:\S\A_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION B.DWG PLOTTED BY: GONZALEZ, DAVID 11/02/2024 4:09 PM LAST SAVED 11/02/2024 4:06 PM



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

Consideration, discussion, and possible action on an Ordinance Authorizing the Issuance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; and Providing an Effective Date.

BACKGROUND/SUMMARY:

The City authorized the creation of the Manor Heights Public Improvement District (“District” or “PID”) by adopting Resolution No. 2018-10 on November 7, 2018, and authorized additional land to be added to the District pursuant to Resolution No. 202-11 on October 7, 2020. The PID is authorized to issue up to \$30,000,000.00 in bonds to finance certain public improvements associated with the Manor Heights Development. Major Improvement Area Bonds and Improvement Area #1-2 Bonds were issued in 2021 to fund Major Improvements, Improvement Area #1 Improvements, and Improvement Area #2 Improvements in the District. Improvement Area #3 Bonds were issued in 2023 to fund the Improvement Area #3 Improvements. This item will approve the bonds which will fund improvements specifically for Improvement Area #4 of the development district, which include water, wastewater, drainage and roadway improvements.

The City approved Resolution 2024-10 on April 17, 2024, which authorized the Preliminary Limited Offering Memorandum (PLOM) for the purpose of marketing the bonds for the Manor Heights PID Improvement Area #4 Project. Adoption of this Ordinance authorizes the issuance of the Bonds in the principal amount of approximately \$5,070,000 for the purposes of (i) paying a portion of the costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements; (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds.

This Ordinance authorizes the Limited Offering Memorandum (LOM) for Improvement Area #4, which is the finalized official copy of the City’s offering documents; authorizes an indenture of trust with UMB Bank, N.A., as trustee, to administer the assessments and pay debt service on the bonds; approves a bond purchase agreement whereby the City sells the bonds to FMSbonds, Inc., as the Underwriter; and approves a Continuing Disclosure Agreement between P3Works, LLC, as Administrator, UMB Bank, N.A., as Dissemination Agent, and the City.

LEGAL REVIEW: Completed
FISCAL IMPACT: No. The bonds are repaid by special assessment revenue rather than ad valorem tax
PRESENTATION: Yes, Gregory Miller, Public Finance Counsel; FMS Bonds, Underwriter; Chris Lane, Financial Advisor
ATTACHMENTS: Yes

- Ordinance Issuing Bonds

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 740 issuing Manor Heights Public Improvement District Improvement Area #4 Bonds and approving an Indenture of Trust, Bond Purchase Agreement, Limited Offering Memorandum, and Continuing Disclosure Agreement of Issuer.

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

ORDINANCE NO. 740

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF MANOR, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #4 PROJECT); APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Manor Heights Public Improvement District" (the "District"), pursuant to Resolution No. 2018-10 adopted by the City Council of the City (the "City Council") on November 7, 2018; and

WHEREAS, the authorization creating the District became effective on November 9, 2018 upon publication of Resolution No. 2018-10 in the *Manor Community News*, a newspaper of general circulation in the City; and

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11, adopted by the City Council on October 7, 2020; and

WHEREAS, pursuant to the PID Act, the City Council published notice and held a public hearing on May 15, 2024, regarding the levy of special assessments within Improvement Area #4 of the District and on May 15, 2024, adopted Ordinance No. ___ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the "Amended and Restated Service and Assessment Plan" (as defined and described in the Assessment Ordinance, the "Service and Assessment Plan") relating to the District and levied the "Assessments" (as defined in the Service and Assessment Plan, the "Improvement Area #4 Assessments") against the "Assessment Roll" (as defined and described in the Service and Assessment Plan, the "Improvement Area #4 Assessment Roll"). Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the City Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)"

(the "Bonds"), such series to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below); and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements (as defined in the Indenture), (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds; and

WHEREAS, in connection with the issuance of the Bonds for the purposes of paying the costs of the Improvement Area #4 Improvements, the City has determined such improvements confer a special benefit on Improvement Area #4 of the District, as provided in Section III of the Service and Assessment Plan and further depicted on Exhibit M of the Service and Assessment Plan; and

WHEREAS, the meeting at which this Ordinance was considered was open to the public as required by law; the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

WHEREAS, after conducting the duly noticed public hearing on the issuance of the Bonds, the City Council, as set out this Ordinance, hereby approves the: (i) issuance of the Bonds to finance the Improvement Area #4 Improvements as identified in the Service and Assessment Plan, (ii) form, terms and provisions of the Indenture of Trust securing the Bonds authorized hereby (defined below), (iii) form, terms and provisions of the Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defining below), and, and (v) the Continuing Disclosure Agreement (defined below).

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

SECTION 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

SECTION 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of \$_____,000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of May 15, 2024, between the City and UMB Bank, N.A., as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as Exhibit A and incorporated herein for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to such Bonds and shall never be payable from ad valorem taxes.

SECTION 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as Exhibit B and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary.

SECTION 4. Approval of Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not

responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 5. Approval of Continuing Disclosure Agreement of the Issuer. That certain Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City, P3Works, LLC (as the "PID Administrator") and UMB Bank, N.A. (as the "Dissemination Agent") is hereby authorized and approved in substantially final form attached hereto as Exhibit C and incorporated herein for all purposes and the Mayor or the Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor or the Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Additional Actions. The Mayor, the Mayor Pro Tem, the Finance Director, the City Manager, and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the Finance Director, the City Manager, and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

SECTION 7. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 8. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Construction of Terms. If appropriate in the context of this Ordinance, words of the plural shall be considered to include the singular, and words of the masculine, feminine or neutral gender shall be considered to include the other genders.

SECTION 11. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, as amended, and shall be effective immediately upon its passage and adoption.

SECTION 12. 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.

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PASSED, APPROVED, AND EFFECTIVE THIS 15th DAY OF MAY 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A
INDENTURE OF TRUST

EXHIBIT B
BOND PURCHASE AGREEMENT

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT
OF THE ISSUER

INDENTURE OF TRUST

By and Between

CITY OF MANOR, TEXAS

and

**UMB BANK, N.A.,
as Trustee**

DATED AS OF MAY 15, 2024

SECURING

**\$[_____]000
CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of May 15, 2024 is by and between the CITY OF MANOR, TEXAS (the “City”), and UMB BANK, N.A., as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the “Petition”) was submitted by Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company, and filed with the City Secretary of the City (the “City Secretary”) on September 10, 2018, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”), requesting the creation of a public improvement district located in the City to be known as the Manor Heights Public Improvement District (the “District”); and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty-percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Travis Central Appraisal District, and the signatures of property owners who own taxable real property that constitutes more than fifty-percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on November 7, 2018, after due notice, the City Council of the City (“City Council”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2018-10 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on November 9, 2018, the City published notice of its authorization of the creation of the District in the *Manor Community News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after November 9, 2018; and

WHEREAS, on October 7, 2020, after due notice, the City Council held a public hearing on the matter as required by law on the advisability of adding additional land to the boundaries of the District; and

WHEREAS, on September 3, 2020, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, (the “Developer”) the successor-in-interest to RHOF LLC, a Texas limited liability company, Sky Village Kimbro Estates, LLC, a Texas limited liability company, Alma Juanita Champion Meier, William Clark Meier, and Carolyn Juanita Meier Fauber, filed a petition with

the City Secretary requesting the City authorize adding additional land to the boundaries of the District; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-11 adopted by a majority of the members of the City Council, authorized adding additional land to the boundaries of the District; and

WHEREAS, on May 5, 2021, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, issued its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)” (the “*Series 2021 MIA Bonds*”) and its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)” (the “*Series 2021 IA#1-2 Bonds*”);

WHEREAS, the Series 2021 MIA Bonds are payable from the assessments levied against that portion of the District designated as the Major Improvement Area and are secured by that certain Indenture of Trust, dated May 1, 2021, executed and delivered by the City and the Trustee, concurrent with the issuance of the Series 2021 MIA Bonds, and as amended by the First Amendment to Indenture of Trust, dated December 1, 2021 (collectively, the “*2021 Indenture*”); and

WHEREAS, pursuant to the Act and other laws, and by Articles X and XIII of the 2021 Indenture, the City is authorized to issue Future Improvement Area Bonds (as defined in the 2021 Indenture) upon the satisfaction of the requirements stated in Article XIII of the 2021 Indenture pertaining to the progress of the development of the District (the “*Future Bonds Test*”); and

WHEREAS, on June 21, 2023, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, issued its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)” (the “*Series 2023 IA#3 Bonds*”), under the 2021 Indenture as its first series of Future Improvement Area Bonds;

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, has filed the proposed “Improvement Area #4 Assessment Roll” for the District with the City Secretary and made the proposed Assessment Roll subject to public inspection, and also directed and caused the City Secretary to publish notice of a public hearing on May 3, 2024 in *The Manor Journal*, a newspaper of general circulation in the City, for the consideration of the proposed “Improvement Area #4 Assessments” (the “*Assessments*”) and the “2024 Amended and Restated Service and Assessment Plan,” and, on May __, 2024, mailed notice of the public hearing to the last known address of each property owner liable for such assessments; and

WHEREAS, on May 15, 2024, the City Council convened the public hearing, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed Assessment Roll and the Assessments; and

WHEREAS, at the May 15, 2024, public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the 2024 Amended and Restated Service and Assessment Plan (as defined herein), the allocation of Actual Costs (defined herein), the Assessment Roll, or the levy of the Assessments; and

WHEREAS, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, the City Council closed the hearing; and

WHEREAS, on May 15, 2024, the City approved and accepted the 2024 Amended and Restated Service and Assessment Plan in conformity with the requirements of the PID Act and adopted Ordinance No. [] (the “*Assessment Ordinance*”) and therein levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from special assessments for the purposes of (i) paying a portion of the costs of Authorized Improvements (defined herein), (ii) paying capitalized interest on the bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the requirements of the Future Bonds Test have been satisfied and the City now desires to issue its second series of Future Improvement Area Bonds for the purposes of (i) paying a portion of the costs of the Improvement Area #4 Improvements (as defined herein), (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for the payment of principal and interest on the Bonds (defined herein), (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, and such series of Bonds are to be entitled “City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “*Bonds*”), such Bonds being payable solely from the Trust Estate (defined herein), consisting primarily of the Assessment Revenue (defined herein) and other funds pledged under this Indenture to the payment of Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture.

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “*Trust Estate*”):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“*2021 Indenture*” means the Indenture of Trust dated as of May 1, 2021, between the City and UMB Bank, N.A., securing the Series 2021 MIA Bonds.

“*2024 Amended and Restated Service and Assessment Plan*” means the Service and Assessment Plan, as amended and restated by the Annual Service Plan Update, passed and approved by City Council on May 15, 2024, by Ordinance No. [], as same may be further amended, updated, supplemented or otherwise modified from time to time.

“*Account*” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“*Actual Costs*” means, with respect to the Improvement Area #4 Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (6) to implement, administer, and manage the above-described activities; and (7) for the creation of the District and the costs of the issuance of the Bonds. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“*Additional Interest*” means the amount collected by application of the Additional Interest Rate.

“*Additional Interest Rate*” means the incremental interest rate charged on the Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

“*Additional Interest Reserve Account*” means the Account established pursuant to Section 6.1 hereof.

“*Additional Interest Reserve Requirement*” means, initially, an amount equal to 5.5% of the par amount of the Outstanding Bonds which will be funded from the payment of the Additional Interest deposited to the Pledged Revenue Fund.

“*Additional Obligations*” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #4 of the District in accordance with the PID Act.

“*Administrative Fund*” means that Fund established by Section 6.1 and administered pursuant to Section 6.10 hereof.

“*Administrator*” means P3Works, LLC, unless and until a different Administrator is designated by the City and if no Administrator is designated, the City.

“*Annual Collection Costs*” means, with respect to Improvement Area #4, the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of the Bonds, and the construction, operation and maintenance of the Improvement Area #4 Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“*Annual Debt Service*” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“*Annual Installment*” means, with respect to the Assessments, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) the Additional Interest.

“*Annual Service Plan Update*” means the annual review and update of the Service and Assessment Plan required by the PID Act, and the 2024 Amended and Restated Service and Assessment Plan.

“*Applicable Laws*” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“*Assessed Property*” means each respective Parcel of land located within Improvement Area #4, other than Non-Benefited Property, against which an Assessment is levied by the Assessment Ordinance in accordance with the 2024 Amended and Restated Service and Assessment Plan.

“*Assessment(s)*” means the aggregate assessments shown on the Improvement Area #4 Assessment Roll, which is Exhibit I-1 to the 2024 Amended and Restated Service and Assessment Plan. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the 2024 Amended and Restated Service and Assessment Plan and the PID Act.

“*Assessment Ordinance*” means Ordinance No. [] adopted by the City Council on May 15, 2024, that levied the Assessments on the Assessed Properties.

“*Assessment Revenue*” means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

“*Assessment Roll*” or “*Assessment Rolls*” means the Assessment Roll attached as Exhibit I-1 to the 2024 Amended and Restated Service and Assessment Plan, or any other Assessment Roll in an amendment or supplement to the 2024 Amended and Restated Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments against each Assessed Property related to the Bonds and the Improvement Area #4 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the 2024 Amended and Restated Service and Assessment Plan and the PID Act.

“*Authorized Denomination*” means \$100,000 and any integral multiple of \$1,000 in excess thereof, or such smaller amount authorized by Section 4.5(c); *provided, however*, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. With respect to PID Bonds issued other than the Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such PID Bonds.

“*Authorized Improvements*” means those public improvements, including the Improvement Area #4 Improvements, authorized by Section 372.003 of the PID Act, including those listed in Section III and Exhibit C and depicted in Exhibit M of the Service and Assessment Plan.

“*Bond Counsel*” means Bickerstaff Heath Delgado Acosta LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“*Bond Date*” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

“*Bond Fund*” means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.5 hereof.

“*Bond Ordinance*” means Ordinance No. [] adopted by the City Council on May 15, 2024, authorizing the issuance of the Bonds pursuant to this Indenture.

“*Bond Year*” means the one-year period beginning on September 15 in each year and ending on September 14 in the following year.

“*Bonds*” or “*Bond*” means the City’s bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).”

“*Business Day*” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“*Certification for Payment*” means a certification for payment substantially in the forms of Exhibit D attached to the Financing Agreement executed by the Developer and submitted to the City and approved by the City Representative, specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in accounts of the Project Fund as further described in the Financing Agreement and Section 6.6 herein.

“*City*” means the City of Manor, Texas.

“*City Certificate*” means a certificate signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action specified in the City Certificate, and a form of City Certificate is included as *Exhibit B* to this Indenture.

“*City Council*” shall have the meaning ascribed to such term in the recitals hereof.

“*City Engineer*” means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein and in the Financing Agreement.

“*City Representative*” means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“*City Secretary*” means the City Secretary of the City.

“*Closing Date*” means the date of the initial delivery of and payment for the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“*Continuing Disclosure Agreements*” or “*Continuing Disclosure Agreement*” means both, or either of, the Continuing Disclosure Agreements by and between the City, the Administrator and the Dissemination Agent with respect to the Bonds, and by and between the Developer, the Administrator and the Dissemination Agent, with respect to the Bonds.

“*Costs of Issuance Account*” means the Account established pursuant to Section 6.1 hereof.

“*County*” means Travis County, Texas.

“*Defeasance Securities*” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“*Delinquent Collection Costs*” means for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“*Designated Payment/Transfer Office*” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Austin, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“*Developer*” means Forestar (USA) Real Estate Group, Inc., a Delaware corporation.

“*Development Agreement*” means the agreement titled the “Development Agreement,” and which was entered into by and between the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company on November 7, 2018, as assigned to the Developer on October 31, 2019, as amended on November 6, 2019, October 21, 2020, June 15, 2022, and October 2, 2023.

“*Dissemination Agent*” means UMB Bank, N.A. and its successors.

“*District*” shall have the meaning set forth in the first recital.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Event of Default” shall have the meaning, with respect to this Indenture, set forth in Section 11.1 hereof.

“Excess Additional Interest Reserve Amount” shall have the meaning set forth in Section 6.8(e) hereof.

“Financing Agreement” means the “Manor Heights Public Improvement District Financing and Reimbursement Agreement” between the City and the Developer, and consented to by RHOFF, LLC and by Continental Homes of Texas, L.P., effective as of April 21, 2021, which provides, in part, for the deposit of proceeds from the issuance and sale of PID Bonds and the payment of Actual Costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of Actual Costs to the Developer from the proceeds of the PID Bonds for funds advanced by the Developer and used to pay Actual Costs of Authorized Improvements and other matters related thereto.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Future Bonds Test” means the requirements established under Article XIII of the 2021 Indenture which must be satisfied prior to issuance of any Future Improvement Area Bonds.

“IA#4 Improvements Account” means the Account of such name established pursuant to Section 6.1 hereof.

“Improvement Area #4” means the area to be developed within the District, that is described by metes and bounds in Exhibit A-5 of the 2024 Amended and Restated Service and Assessment Plan and generally depicted on the map in Exhibit B-5 to the 2024 Amended and Restated Service and Assessment Plan.

“Improvement Area #4 Improvements” means those Authorized Improvements constructed that benefit Improvement Area #4, which are more particularly described in Section III.E of the 2024 Amended and Restated Service and Assessment Plan.

“Improvement Area #4 Reimbursement Agreement” means the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, by and between the City and the Developer that provides for reimbursement of

a portion of the Actual Costs of the Improvement Area #4 Improvements, plus interest, to the Developer.

“*Indenture*” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“*Independent Financial Consultant*” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

“*Initial Bond*” means the initial Bond as set forth in *Exhibit A* to this Indenture.

“*Interest Payment Date*” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing September 15, 2024.

“*Investment Grade Rating*” means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

“*Investment Securities*” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“*Landowner*” or “*Landowners*” means, collectively, the Developer, RHOF, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership, and any successor and assigns, or if Landowner’s interest in property located in the District is transferred, in whole or in part, in any manner, the subsequent landowner(s) or the successors(s) or assign(s) of such subsequent landowner.

“*Maximum Annual Debt Service*” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“*Non-Benefited Property*” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Assessments (1) are imposed or (2) are reallocated pursuant to a subdivision of a Parcel that is not assessed.

“*Outstanding*” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.11 herein.

“*Owner*” or “*Holder*” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.13 herein.

“*Parcel*” means a property identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of Travis County, or by any other means determined by the City.

“*Paying Agent/Registrar*” means initially the Trustee, or any successor thereto as provided in this Indenture.

“*Person*” or “*Persons*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“*Petition*” is defined in the recitals.

“*PID Act*” means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“*PID Bonds*” means bonds issued by the City to finance the Actual Costs of the Authorized Improvements, including the Bonds, and secured by assessments levied on assessed properties within the District.

“*Pledged Funds*” means the Pledged Revenue Fund, the Bond Fund, the Project Fund (but only with respect to such accounts of the Project Fund created pursuant to the terms of this Indenture), the Reserve Fund, and the Redemption Fund.

“*Pledged Revenue Fund*” means that fund established pursuant to Section 6.1 hereof and administered pursuant to Section 6.4 herein.

“*Pledged Revenues*” means the sum of (i) Assessment Revenue (other than Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

“*Prepayment*” means the payment of all or a portion of an Assessment, with interest that has accrued to the date of prepayment, before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent

installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“*Principal and Interest Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Project Collection Fund*” means that fund established by Section 6.1.

“*Project Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“*Purchaser*” means the initial underwriter of the Bonds.

“*Quarter in Interest*” means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

“*Rating Agency*” means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., Kroll Bond Rating Agency, Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

“*Rebate Amount*” has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

“*Rebate Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.9 herein.

“*Record Date*” means the close of business on the last calendar day of the month next preceding an Interest Payment Date.

“*Redemption Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7 herein.

“*Redemption Price*” means 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

“*Refunding Bonds*” means bonds secured by a parity lien, with the Outstanding Bonds, on the Trust Estate issued pursuant to Section 3.6 hereof, as more specifically described in a Supplemental Indenture, authorizing the refunding of all or any portion of the Outstanding Bonds.

“*Register*” means the register specified in Article III of this Indenture.

“*Regulations*” shall have the meaning set forth in Section 7.5(a) hereof.

“*Reserve Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Reserve Account Requirement*” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of the average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is \$[_____], which is an amount equal to Maximum Annual Debt Service on the Bonds as of the Closing Date therefor.

“*Reserve Fund*” means that fund established pursuant to Section 6.1 and administered in Section 6.8 herein.

“*SEC*” means the United States Securities and Exchange Commission.

“*Series*” means any designated series of Refunding Bonds issued under this Indenture.

“*Series 2021 IA#1-2 Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

“*Series 2021 MIA Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

“*Series 2023 IA#3 Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project).

“*Service and Assessment Plan*” means the original Service and Assessment Plan approved by the City Council on May 5, 2021, as the same is amended and updated from time to time.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“*Stated Maturity*” means the date the Bonds are scheduled to mature without regard to any redemption or prepayment.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“*Tax Certificate*” means the Arbitrage and Tax Certificate delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date for the Bonds which establish that it is not expected that the proceeds of the

Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“*Trust Estate*” means the Trust Estate described in the granting clauses of this Indenture.

“*Trustee*” means UMB Bank, N.A., Austin, Texas, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date for the Bonds or each series of Refunding Bonds issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture

shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$[___],000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated June 20, 2024 (the “*Bond Date*”) and shall be issued in Authorized Denominations. Upon the receipt of an Investment Grade Rating on the Bonds, the City shall promptly notify the Dissemination Agent in writing of such rating change and shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the Municipal Securities Rulemaking Board and to forward such notice to the Paying Agent/Registrar and to the Trustee. The Dissemination Agent shall file such notice and forward the same to the Paying Agent/Registrar and to the Trustee immediately following the day on which it receives written notice of such occurrence from the City. Any such notice is required to be filed within ten (10) Business Days of the occurrence of the receipt of the Investment Grade Rating. Upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, beneficial ownership in the Bonds may be acquired in principal denominations of \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered I-1.

(b) Interest shall accrue and be paid on each Bond from the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing September 15, 2024, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	__%
20__	_____	__%
20__	_____	__%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in *Exhibit A* to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) a certified copy of the Assessment Ordinance;
- (2) a certified copy of the Bond Ordinance;
- (3) a copy of the executed Financing Agreement;
- (4) a copy of the executed Improvement Area #4 Reimbursement Agreement;
- (5) a copy of this Indenture executed by the Trustee and the City;
- (6) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (7) a copy of the executed Continuing Disclosure Agreements for each of the City and the Developer;
- (8) a copy of the executed opinion of Bond Counsel; and
- (9) the approving opinion of the Attorney General of the State and the State Comptroller’s registration certificate.

(b) Each Series of Refunding Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate such Refunding Bonds and, upon payment of the purchase price of such Series of Refunding Bonds, shall deliver such Series of Refunding Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) the items described in Section 3.3(a)(1), (3), (4), and (5) above;

(2) a certified copy of the ordinance of the City Council authorizing the issuance of such Series of Refunding Bonds and all actions necessary therefor;

(3) an original executed counterpart of the Supplemental Indenture for such Series of Refunding Bonds that establishes, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, which such terms shall include a deposit into the Reserve Account of an amount equal to the Reserve Account Requirement taking into account the then Outstanding Bonds and the Bonds then proposed to be issued;

(4) a copy of the opinion of Bond Counsel required by Section 10.1 hereof;

(5) a City Certificate, including the requisite information as set forth in Section 3.3(a)(6) above, to the effect that the issuance of such Series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture;

(6) the City Representative shall certify to the Trustee in writing that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained herein or in any Supplemental Indenture;

(7) City Certificate confirming that the principal (including sinking fund installments) of such Refunding Bonds is scheduled to mature on September 15 of the years in which principal is scheduled to mature; and

(8) City Certificate confirming that the interest on such Refunding Bonds is scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other

customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the City such funds theretofore held by it for payment of such Bonds. Thereafter, the registered Owner of that Bond shall look only to the City for payment and then only to amounts so received by the City. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

(e) In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is not a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem of the City and the City Secretary, by their manual or facsimile signatures, and the

official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, each Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that each Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds of such Series, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem of the City and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon City Certificate, deliver to DTC on behalf of the Purchaser, in the aggregate principal amount of all Bonds for such maturity, one registered definitive Bond for each year of maturity of the applicable Series, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable solely from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase,

construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 15 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 15 and September 15. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Series of Refunding Bonds issued under this Section 3.6 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3(b) above.

Section 3.7. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and, upon written request from the City, file with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for

exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(h) Following the delivery and registration of the Initial Bond of a given Series and pending the preparation of definitive Bonds for such Series, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds

(a) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(b) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity

provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date for the Bonds, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or

drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

Section 3.15. Use of Book-Entry-Only System Not Required.

Notwithstanding any provision of this Indenture to the contrary, any Supplemental Indenture may provide that a Series of Refunding Bonds will not be issued in book-entry-only form and that Sections 3.12 – 3.14 of this Indenture will not apply to such Series.

ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each Series other than the Bonds shall be subject to redemption as provided in the Supplemental Indenture authorizing the issuance of such Series.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to

Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

\$.000 Term Bond Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

\$.000 Term Bond Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

\$.000 Term Bond Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6 of this Indenture.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The Sinking Fund Installments of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of \$1,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bonds in the inverse order of mandatory sinking fund redemption dates.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20[___], such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in this Indenture), or as a result of unexpended amounts transferred from the IA#4 Improvements Account of the Project Fund pursuant to the terms of this Indenture. The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary option redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

(b) In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 4.7.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4, respectively, hereof, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

- (i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bonds (the “10% or Greater Manner”); and
- (ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the “Less Than 10% Manner”).

Bonds may be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000.

(b) A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to \$1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to subsection 4.5(a) hereof, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot. The Trustee shall treat each \$1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination

of less than an Authorized Denomination; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.8 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not

redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply moneys available for redemption to the purchase of Bonds which were otherwise to be redeemed in such order or priority and subject to such restrictions as may be prescribed in this Indenture in the manner provided in this Section. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest but including any brokerage and other charges) for any Bond purchased by the City pursuant to this Section shall not exceed the principal amount of such Bond.

Section 4.8. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee (initially, Austin, Texas) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.9. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V
FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in *Exhibit A* to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as,

consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) The form of each Series other than the Bonds shall be set forth in the applicable Supplemental Indenture authorizing the issuance of such Series.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 5.4. Statement of Insurance.

A statement relating to municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VI
FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Project Collection Fund;
- (ii) Pledged Revenue Fund;
- (iii) Bond Fund;
- (iv) Project Fund;
- (v) Redemption Fund;
- (vi) Reserve Fund;
- (vii) Rebate Fund; and
- (viii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(ii) The following Account(s) are hereby created and established under the Project Fund:

- (A) IA#4 Improvements Account; and
- (B) Costs of Issuance Account.

(iii) The following Account(s) are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(c) Each Fund (and each Account and each subaccount, if any) created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts

of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Except as otherwise provided herein, interest earnings and profit on each respective Fund and Account established by this Indenture, including the Project Collection Fund, shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$ _____;
- (ii) to the Reserve Account of the Reserve Fund: \$ _____, which is equal to the initial Reserve Account Requirement;
- (iii) to the Administrative Fund: \$60,000.00;
- (iv) to the Costs of Issuance Account of the Project Fund: \$ _____; and
- (v) to the IA#4 Improvements Account of the Project Fund: \$ _____.

Section 6.3. Project Collection Fund.

While any Bonds are Outstanding, the County, by agreement with the City, may collect Assessment Revenue on the City’s behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Assessment Revenue and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of the Annual Collection Costs and the Delinquent Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, on or before February 20, 2026, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

Section 6.4. Pledged Revenue Fund.

(a) Upon the Trustee’s receipt of the Pledged Revenues from the Project Collection Fund, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

- (i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

- (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;
- (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;
- (iv) fourth, to the Project Fund to pay Actual Costs of the Improvement Area #4 Improvements; and
- (v) fifth, to pay other costs permitted by the PID Act.

Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.8 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described by Section 11.4(a) below.

(d) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Assessed Property or Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to Section 6.4(a)(i) – (iv) above, the City may

direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.5. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.8(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 15, 2024	\$ _____
March 15, 2025	\$ _____
September 15, 2025	\$ _____

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the IA#4 Improvements Account of the Project Fund, pursuant to directions provided in a City Certificate, or if the IA#4 Improvements Account of the Project Fund has been closed as provided in Section 6.6(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.6. Project Fund.

(a) Money on deposit in the IA#4 Improvements Account and the Costs of Issuance Account of the Project Fund shall be used for the purposes specified herein.

(b) Disbursements from the IA#4 Improvements Account of the Project Fund to pay the Actual Costs of the Improvement Area #4 Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached hereto as *Exhibit B*, containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#4 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6 shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Financing Agreement and this Section 6.6 of the Indenture. Such provisions and procedures related to such disbursement

contained in the Financing Agreement are herein incorporated by reference and deemed set forth herein in full, provided the Trustee shall be protected in disbursing from the IA#4 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

(d) If the City Representative reasonably determines that amounts then on deposit in the IA#4 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#4 Improvements Account due to the abandonment, or constructive abandonment, of the Improvement Area #4 Improvements, such that, in the reasonable opinion of the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, it is unlikely that the amounts in the IA#4 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#4 Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#4 Improvements Account that are not expected to be used for purposes of the IA#4 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#4 Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture.

(e) Upon the filing of a City Certificate stating that all of the Improvement Area #4 Improvements have been completed and that all Actual Costs of the Improvement Area #4 Improvements allocable to the Assessed Property have been paid, or that any such Actual Costs are not required be paid from the IA#4 Improvements Account of the Project Fund, the Trustee shall (i) transfer the amount, if any, remaining within the IA#4 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund, and (ii) close the IA#4 Improvements Account of the Project Fund.

(f) Not later than six (6) months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the Costs of Issuance Account of the Project Fund shall be transferred to the IA#4 Improvements Account of the Project Fund, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account of the Project Fund shall be closed.

(g) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant. The preceding clause notwithstanding, the City Representative shall undertake a reasonable inquiry before filing a City Certificate transferring funds in accordance with Section 6.6(d) as a result of the abandonment or constructive abandonment of the Improvement Area #4 Improvements.

In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such City Certificate if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any City Certificate by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.7. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, as directed by City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.8. Reserve Fund.

(a) The Reserve Account will be initially funded with a deposit of \$[] from the proceeds of the Bonds and the City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.4(a) hereof, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.4(a) hereof, an amount equal to the Additional Interest in the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account.

(b) Whenever a transfer is made from an account of the Reserve Fund to the Principal and Interest Account of the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii)

the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account of the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.5 hereof, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.9 hereof, or (ii) to the IA#4 Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “*Excess Additional Interest Reserve Amount*”). Such excess on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer pursuant to this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Principal and Interest Account of the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.4.

(i) If the amounts held in the Reserve Fund together with the amounts held in the Bond Fund and Redemption Fund are sufficient to pay the principal amount and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.9. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated “City of Manor, Texas Rebate Fund” (the “Rebate Fund”) to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government related to the Bonds in accordance with the Code. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount instructed by City Certificate to be transferred thereto.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate. The Trustee shall withdraw from the Rebate Fund and pay to the United States the amounts instructed by City Certificate. The Trustee may conclusively rely on such City Certificate as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) hereof in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.10. Administrative Fund.

(a) On or before February 20, 2026, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund, which amounts shall be deposited in accordance with Section 6.3 hereof. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from

the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the 2024 Amended and Restated Service and Assessment Plan.

(b) The Administrative Fund is not a Pledged Fund.

Section 6.11. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the Morgan Stanley Government Fund, 8352 (CUSIP 61747C889).

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

(c) The Trustee and its affiliates may act as sponsor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.11(a) above.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 6.12. Advances from Available Funds.

In the event of a delinquency in the payment of any installment of the Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the City may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes, and in the event the City does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Assessment, delinquent Assessment installments and interest thereon. The City may also pay and transfer from available funds and deposit into the Pledged Revenue Fund, but shall not be so obligated, the amount of any such Assessment pending redemption or sale. Any amounts so advanced by the City shall be recoverable upon sale or redemption of the property. The City shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the City to cure any such deficiency.

Section 6.13. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII
COVENANTS

Section 7.1. Confirmation of the Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Properties from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of the Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer under the Financing Agreement or Improvement Area #4 Reimbursement Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Improvement Area #4

Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under this Indenture, except any pledge created for the equal and ratable security of the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or any other property pledged under this Indenture, except that the City may issue Refunding Bonds in accordance with the terms of this Indenture.

Section 7.4. Records, Accounts and Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it under the Financing Agreement or the Improvement Area #4 Reimbursement Agreement for funds it has contributed to pay Actual Costs of the Improvement Area #4 Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owner or Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City’s regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

“*Computation Date*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Issue Date*” for the tax-exempt Bonds or other obligations of the City is the respective date on which such bonds or other obligations of the City is delivered against payment therefor.

“*Net Sale Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the “tax assessment loan exception” within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield

from the Issue Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the final Computation Date. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) *Not to Divert Arbitrage Profits.* Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) *Not Hedge Bonds.* The City will not invest more than 50 percent of the Proceeds of each series of the Bonds in Nonpurpose Investments having a substantially guaranteed yield for four years or more. On the Issue Date of each series of the Bonds, the City reasonably expects that at least 85 percent of the Net Sale Proceeds of each series of the Bonds will be used to carry out the governmental purpose of such series within three years after the respective Issue Date of such series.

(k) *Elections.* The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII LIABILITY OF CITY

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the “*Bond Documents*”), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City’s failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or the City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX
THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the Administrative Fund (and to the extent moneys in the such funds are insufficient, then from any money in its possession, except the Rebate Fund) to pay all costs, fees, expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior

to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of Improvement Area #4 of the District.

(d) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(f) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(g) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(h) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a Quarter in Interest

of the Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of a Quarter in Interest of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(j) Before taking any action under this Indenture (other than making any payment of principal, premium, or interest on the Bonds), the Trustee may require that a satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which it adjudicated to have resulted from its negligence or willful misconduct.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time

of making such request, or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

The Trustee may conclusively rely upon any City Certificate received by it pursuant to the terms hereof and shall in no instance be obligated to make any independent investigation in connection therewith.

Section 9.6. Compensation.

Unless otherwise expressly provided by written contract with the Trustee, the Trustee shall transfer from the Administrative Fund, upon written direction from the City, compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a lien therefor on any and all funds at any time held by the Trustee (except the Rebate Fund). None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys held in the Administrative Fund and to the extent moneys in the Administrative Fund are insufficient, then from any money in its possession (except the Rebate Fund) and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held by the Trustee (except the Rebate Fund). The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than 10% of the aggregate principal amount of the Bonds Outstanding.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged bankrupt, insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy shall have occurred by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners a Quarter in Interest of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon payment of amounts owing to it hereunder, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing,

on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements hereunder.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared

or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.17. Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.18. Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

ARTICLE X
MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;
- (iv) to authorize a Series of Refunding Bonds in accordance with the provisions of this Indenture; and
- (v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the

Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 45-day period; provided however that the Trustee during such 45-day period and any such further period during which any such action or proceeding may be pending shall be entitled, in its sole discretion, to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient and the Trustee shall have no liability with respect to any action taken or any instance of inaction except as a consequence of its own negligence or willful misconduct.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 above, with the written consent of the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default by the Owners of a Quarter in Interest of the Bonds requesting that the failure be remedied.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application; provided, however, the City Certificate shall account and provide for payment in full of all amounts then due under this Indenture, including but not limited to full payment of principal and interest due and payable on bonds similarly secured. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or

more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by Owners of a Quarter in Interest of the Bonds, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII
GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all

delinquencies in the collection of the Improvement Area #4 Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture, and which shall at all times be subject to inspection by the City during the Trustee's regular business hours and each Owner or their representatives duly authorized in writing providing reasonable notice to the Trustee.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.4. Texas Government Code Section 2271.002.

The Trustee represents and verifies, under Section 2271.002, Texas Government Code, that the Trustee and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Trustee, if any, do not boycott Israel and will not boycott Israel through the full term of this Agreement. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 12.5. Texas Government Code Section 2276.002.

The Trustee represents and verifies, under Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session ("SB 13")), as amended, that the Trustee, and the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Trustee do not boycott energy companies and, such entities will not boycott energy companies through the full term of this Agreement. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas

Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 12.6. Texas Government Code Sections 2274.001 and 2274.002.

The Trustee represents and verifies, under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, (“SB 19”)), as amended, that Trustee, nor the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Trustee have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and such entities will not through the full term of this Agreement discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification and the following definitions, (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or

similar recreational shooting), and (c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that Code.

Section 12.7. No Terrorist Organization.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx>.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 12.8. Survival of Representations.

As used in the foregoing verifications, the Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of this Agreement until the statute of limitations has run.

ARTICLE XIII
SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Funds, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2 Additional Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents and has no duty to verify the accuracy of such information.

ARTICLE XIV
PAYMENT AND CANCELLATION OF THE BONDS AND
SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV
MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City: City of Manor, Texas
105 E. Eggleston Street
P.O. Box 387
Manor, Texas 78653
Attn: City Manager
Fax No.: 512.272.8792
Email: smooore@manortx.gov

With copy to: The Knight Law Firm, LLP
Attn: Veronica Rivera, City Attorney
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Fax No.: 512.922.3004
Email: vrivera@cityattorneytexas.com

If to the Trustee
or the Paying Agent/Registrar: UMB Bank, N.A.
Attn: Robert Rodriguez
6034 Courtyard Dr., Ste. 370
Austin, Texas 78730
Fax No.: 512.582.5855
Email: Robert.Rodriguez@umb.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the

City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey, Mayor

Attest:

Lluvia T. Almaraz, City Secretary

[CITY SEAL]

UMB BANK, N.A.,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. R- _____

\$ _____

United States of America
State of Texas

CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 15, 20____	_____	564099_____

The City of Manor, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be

paid semiannually on March 15 and September 15 of each year, commencing September 15, 2024, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the “*Designated Payment/Transfer Office*”), of UMB Bank, N.A., as trustee and paying agent/registrar (the “*Trustee*”, which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “*Record Date*,” which shall be the last calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for 30 days or more thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “*Bonds*”), dated June 20, 2024 and issued in the aggregate principal amount of \$[____],000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of May 15, 2024 (the “*Indenture*”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during

and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

[Insert Maturity Tables from Section 4.2]

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of \$1,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption

provisions in Sections 4.3 and 4.4, respectively, of the Indenture, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond in the inverse order of mandatory sinking fund redemption dates.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20[], such redemption date or dates to be fixed by the City, at the Redemption Price.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4 of the Indenture, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(a) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bond (the “10% or Greater Manner”); and

(b) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the “Less Than 10% Manner”).

Bonds may be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to \$1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to the Indenture, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot or in any manner deemed fair by the Trustee. The Trustee shall treat each \$1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

The Trustee shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in

exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF MANOR, TEXAS, TRAVIS COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Dr. Christopher Harvey, Mayor
City of Manor, Texas

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
§
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A.,
Austin, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered I-1.

\$[_____]
**CITY OF MANOR, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
 IMPROVEMENT AREA #4 PROJECT)**

BOND PURCHASE AGREEMENT

May 15, 2024

City of Manor, Texas
 105 E. Eggleston Street
 Manor, Texas 78653

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Manor, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and UMB Bank, N.A., as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$[_____] aggregate principal amount of the “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “Bonds”), at a purchase price of \$[_____] (representing the aggregate principal amount of the Bonds, less an original issue discount of \$[_____], and less an Underwriter’s discount of \$[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length

commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #4 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated as of the Closing Date (defined below) and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on June 20, 2024 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on May 15, 2024 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of May 15, 2024, between the City and the Trustee (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by a lien and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the “Assessments”) levied on the assessable parcels within Improvement Area #4 of the Manor Heights Public Improvement District (the “District”). The District was created by Resolution No. 2018-10 of the City adopted on November 7, 2018 (the “Creation Resolution”) in accordance with the Act. The City adopted Resolution No. 2020-11 on October 7, 2020, which authorized adding additional land to the boundaries of the District (the “Additional Land Resolution”). An amended and restated service and assessment plan (the “2024 Amended and Restated Service and Assessment Plan”) which sets forth the costs of the Improvement Area #4 Improvements and the method of payment of the Assessments levied against assessable property located within Improvement Area #4 of the District was approved pursuant to an ordinance adopted by the City Council on May 15, 2024 (the “Assessment Ordinance” and, together with the Creation Resolution, the Additional Land Resolution, the Indenture and the Bond Ordinance, the

“Authorizing Documents”). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Reserve Fund, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Fund has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as either “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (defined herein) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City’s Financial Advisor.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule I to the issue price certificate the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the “10% test”), and shall identify to the City on Schedule I to the issue price certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- i. the close of the fifth (5th) business day after the sale date; or
- ii. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and any third-party distribution agreement, if applicable, relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public as set forth in the related pricing wires and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule, if applicable to the Bonds, and that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold- the-offering-price rule if applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

i. “public” means any person other than an underwriter or a related party to an underwriter,

ii. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

iii. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

iv. “sale date” means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated May 8, 2024 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or

attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the limited public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the limited public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and

publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”), (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “— Home Development within the District,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY-ONLY SYSTEM,” “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #4,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “SUITABILITY FOR INVESTMENT,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2” and “APPENDIX H.” If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

i. to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City, Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF”), as assigned to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”);

(4) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P., a Texas limited partnership (“Continental Homes”);

(5) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023 (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(6) Ordinance No. 536 enacted by the City on December 5, 2018 (the “TIRZ Ordinance”) designating the land within the District as a Tax Increment Reinvestment Zone Number One, City of Manor, Texas (the “TIRZ”);

(7) Tax Increment and Reinvestment Zone No. 1, City of Manor, Texas Project and Finance Plan (the “TIRZ Project and Finance Plan”);

(8) the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021, executed and delivered by the City,

Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(9) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of May 15, 2024 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC (the “Administrator”), and UMB Bank, N.A., as Dissemination Agent.

- ii. to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and
- iii. to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Financing and Reimbursement Agreement, (5) the IA#4 Reimbursement Agreement, (6) the TIRZ Ordinance, (7) the TIRZ Project and Finance Plan, (8) the Landowner Agreement, (9) the Continuing Disclosure Agreement of Issuer, (10) the Limited Offering Memorandum and (11) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (11) being referred to collectively herein as the “City Documents”).

- b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.
- c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

- d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.
- e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

- f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.
- g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Improvement Area #4 Assessment Roll (as defined in the 2024 Amended and Restated Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for State, county, school district, or municipality ad valorem taxes.
- h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.
- i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.
- j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

- k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.
- l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.
- m. Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.
- n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.
- o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation

with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

- p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.
- q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.
- r. Financial Advisor. The City has engaged SAMCO Capital Markets, Inc., as its financial advisor (the “Financial Advisor”) in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Bickerstaff Heath Delgado Acosta LLP (“Bond Counsel”), or a place to

be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

- a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.
- b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter’s Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP (“Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Financing and Reimbursement Agreement, the IA#4 Reimbursement Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of May 15, 2024, executed and delivered by the Developer, the Administrator and UMB Bank, N.A., as the Dissemination Agent (the “Continuing Disclosure Agreement of the Developer” and, together with the Developer Letter of Representations, the Development Agreement, the Financing and Reimbursement Agreement, the IA#4 Reimbursement Agreement, and the Landowner Agreement, the “Developer Documents”); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.
- c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or

giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #4 Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Improvement Area #4 Improvements.

- d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.
- e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:
- i. the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:
 - (1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of

the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission (“SEC”) or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred (whether or not foreseeable) since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration,

exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

- ii. the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or
- iii. any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or
- iv. any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or
- v. a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or
- vi. a material disruption in securities settlement, payment or clearance services shall have occurred; or
- vii. a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws

on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

- viii. the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

- a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.
- b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter or Underwriter's Counsel, to the following effect:
 - i. Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions," "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC

FUNDS IN TEXAS” and “APPENDIX B,” and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, the 2024 Amended and Restated Service and Assessment Plan and the Indenture;

- ii. The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;
 - iii. On each respective date thereof, the City had full power and authority to adopt the Creation Resolution, the Additional Land Resolution, the Assessment Ordinance, including the 2024 Amended and Restated Service and Assessment Plan, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and
 - iv. The Indenture, the Development Agreement, the Financing and Reimbursement Agreement, the IA#4 Reimbursement Agreement, the Landowner Agreement, the Continuing Disclosure Agreement of the Issuer and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.
- c. City Legal Opinion. An opinion of the attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.
 - d. Opinion of Developer’s Counsel. An opinion of Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee or in the form otherwise agreed upon by the Underwriter.

- e. Developer Closing Certificate. The Developer's Closing Certificate dated as of the Closing Date, signed by an authorized officer of the Developer in substantially the form of Appendix E hereto.
- f. City Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City Official, to the effect that:
- i. the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;
 - ii. the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;
 - iii. except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and
 - iv. the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.
- g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:
- i. the Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;
 - ii. the Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

- iii. the Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.
- h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.
- i. Underwriter Counsel Opinion. An opinion of Norton Rose Fulbright US LLP ("Underwriter's Counsel") to the effect that:
 - i. based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with Bond Counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;
 - ii. based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the Continuing Disclosure Agreement of the Issuer; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the Continuing Disclosure Agreement of the Issuer have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and
 - iii. although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

- j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.
- k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter and Underwriter’s Counsel.
- l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.
- m. Arbitrage and Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter’s Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.
- n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State’s Certificate of Registration for the Initial Bond.
- o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix E-1 and Appendix E-2.
- p. Future Improvement Area Bonds Certificates. A certificate of each of the City Representative, the Developer and the Administrator as required by Article XIII of the 2021 Indenture (as defined in the Indenture) evidencing that requirements set forth in Article XIII of the 2021 Indenture for the issuance of “Future Improvement Area Bonds” have been satisfied.
- q. Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter.
- r. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the

property within Improvement Area #4 attached as Appendix H to the Limited Offering Memorandum.

- s. Evidence of Filing of Creation Resolution and Additional Land Resolution, Landowner Agreement, and 2024 Amended and Restated Service and Assessment Plan. Evidence that (i) the Creation Resolution and Additional Land Resolution including a legal description of the District by metes and bounds, (ii) the 2024 Amended and Restated Service and Assessment Plan, including the Assessment Roll for Improvement Area #4 of the District, and (iii) the Landowner Agreement have been filed of record in the real property records of Travis County, Texas.
- t. Developer's Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) evidence of good standing in the State of Delaware, (iii) a Certificate of Authority from the Texas Secretary of State and (iv) a verification of franchise tax account status from the Texas Secretary of State.
- u. Rule 15c2-12 Certification. A resolution, ordinance or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.
- v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter. The Underwriter hereby acknowledges and agrees that UMB Bank, N.A. is an acceptable dissemination agent.
- w. BLOR. A copy of the Blanket Issuer Letter of Representation to DTC signed by the City.
- x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be provided by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the

City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

- a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Administrator, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.
- b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its limited public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.
- c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Manor, Texas, 105 E. Eggleston Street, Manor, Texas 78653, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual

knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Statutory Verification. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

- a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

24. Attorney General Standing Letter. The Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representation and verifications contained in Section 23 of this Agreement in a form accepted by the Texas Attorney General. In addition, if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a

“Comptroller Request Letter”), such Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two business days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the “Bringdown Verification”). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey, Mayor

SCHEDULE I

\$[_____]]
CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

Interest Accrues From: Closing Date

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%;^{(a), (c), (d)}

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%;^{(a), (b), (c), (d)}

-
- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test," and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
 - (b) The Bonds may be redeemed before their scheduled maturity date, in whole or in part, on any date on and after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
 - (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
 - (d) The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

\$ _____ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ [*]	

^{*} Stated Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$[]
CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

May 15, 2024

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Ladies and Gentlemen:

This letter is being delivered to the City of Manor, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$[] “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations based on. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any material fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps included therein and under the captions and subcaptions “PLAN OF FINANCE (except for “ — The Bonds””, “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #4 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX E-2,” “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF”), as assigned the Developer;

(c) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P., a Texas limited partnership (“Continental Homes”);

(d) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(e) the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021, executed and delivered by the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(f) the Continuing Disclosure Agreement of the Developer.

The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a corporation under the laws of the State of Delaware and is authorized to do business in the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the “Developer Organizational Documents”) to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter, and are in full force and effect as of the date hereof.

(c) By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, ordinance, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

(e) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or to the Developer’s knowledge

threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(f) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of (i) the Preliminary Limited Offering Memorandum and (ii) the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(g) Consent to Bond Issuance. The Developer hereby consents to the issuance of the Bonds.

(h) Agreement. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the validity of the Developer Documents, the levy or collection of the Assessments, or the validity of the Bonds or the proceedings relating to their issuance. The Developer makes the preceding representation for the sole purpose of ensuring the enforceability of the Assessments, the validity of the Bonds, the Developer Documents and the proceedings relating thereto; such clause shall not be interpreted to in any way affect Developer's rights and remedies under any of the Developer Documents.

(i) Permits, Licenses, Etc. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that:

a. are necessary to conduct the Developer's business relating to the development of the District as it is currently being conducted; or

b. would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Developer Letter of Representations, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Limited Offering Memorandum relating to the financing of the Improvement Area #4 Improvements.

The representations made by the Developer in this subsection (i) are subject to the timely and efficient review and approval of all consents, permits, licenses, certificates, and other approvals (governmental or otherwise) by the City, and other third-party entities, as applicable, and the Developer makes no representations as to such entities' timely processing thereof.

(j) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

(k) Intentional Actions Regarding Representations and Warranties. The Developer covenants that between the date hereof and the Closing they will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(l) Events of Default. To the Developer's knowledge, no "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #4 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

- a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.
- b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified

party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page to follow]

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP, INC.,
a Delaware corporation

By: _____
Name:
Title:

APPENDIX B

\$[_____]
**CITY OF MANOR, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. (the “Representative”), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement for the Bonds, the Representative has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 15, 2024), or (ii) the date on which the Underwriters have sold at

least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) Issuer means the City of Manor, Texas.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 15, 2024.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

[Remainder of this page intentionally left blank]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED as of this _____, 2024.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD THE OFFERING PRICE MATURITIES

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF THE KNIGHT LAW FIRM, LLP]

June 20, 2024

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

\$_[_____]
CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Manor, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$[_____] “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [____] and enacted by the City Council of the City (the “City Council”) on May 15, 2024 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust, dated as of May 15, 2024 (the “Indenture”), entered into by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein. In connection with rendering this opinion, we have reviewed the:

(a) Resolution No. 2018-10 enacted by the City Council on November 7, 2018 (the “Creation Resolution”), creating the Manor Heights Public Improvement District (the “District”) and Resolution No. 2020-11 enacted by the City Council on October 7, 2020 (the “Additional Land Resolution”), adding additional land to the District;

(b) Ordinance No. [_____] enacted by City Council on May 15, 2024 (the “Assessment Ordinance”), levying the Assessments and approving the 2024 Amended and

Restated Service and Assessment Plan attached as an exhibit thereto (the “Service and Assessment Plan”);

(d) the Bond Ordinance;

(e) the Indenture;

(f) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development (Manor Heights) Agreement effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to the Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”);

(g) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);

(h) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023 (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(i) the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021, executed and delivered by the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”);

(j) Ordinance No. 536 enacted by the City on December 5, 2018 (the “TIRZ Ordinance”) designating the land within the District as a Tax Increment Reinvestment Zone Number One, City of Manor Texas (the “TIRZ”);

(k) Tax Increment and Reinvestment Zone No. 1, City of Manor, Texas Project and Finance Plan (the “TIRZ Project and Finance Plan”); and

(l) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of May 15, 2024 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC (the “Administrator”), and UMB Bank, N.A., as Dissemination Agent.

The Creation Resolution, the Additional Land Resolution, the Assessment Ordinance and the Bond Ordinance, shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies

conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and home rule municipal corporation and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #4 of the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the “Limited Offering Memorandum”), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions “ASSESSMENT PROCEDURES — Assessment Methodology” and “ — Assessment Amounts,” “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation — The City” and “APPENDIX A” are a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

VERONICA RIVERA
THE KNIGHT LAW FIRM, LLP
ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF METCALFE WOLFF STUART & WILLIAMS LLP]

June 20, 2024

City of Manor, Texas
 105 E. Eggleston Street
 Manor, Texas 78653

FMSbonds, Inc.
 5 Cowboys Way, Suite 300-25
 Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
 3711 S. MoPac Expy., Building 1, Suite 300
 Austin, Texas 78746

UMB Bank, N.A.
 6034 W. Courtyard Drive, Suite 370
 Austin, Texas 78730

The Knight Law Firm, LLP
 223 West Anderson Lane, Suite A-105
 Austin, Texas 78752

\$[_____]
**CITY OF MANOR, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
 IMPROVEMENT AREA #4 PROJECT)**

We have acted as special counsel to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”), in connection with the issuance and sale by the City of Manor, Texas (the “City”), of \$[_____] “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”), pursuant to the Indenture of Trust dated as of May 15, 2024 (the “Indenture”), by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements benefiting Improvement Area #4 of the Manor Heights Public Improvement District (the “District”) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated May 15, 2024 (the “Bond Purchase Agreement”), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (1) The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “Documents”):
- a. The Indenture;
 - b. The Bond Purchase Agreement;
 - c. The Developer Letter of Representations executed by the Developer dated May 15, 2024;
 - d. The Developer Closing Certificate executed by the Developer, pursuant to Appendix E of the Bond Purchase Agreement, dated June 20, 2024;
 - e. the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement effective October 21, 2020, the Third Amendment to the Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF”), as assigned the Developer;
 - f. the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and the Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);
 - g. the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;
 - h. the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021, executed and delivered by the City, the Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

- i. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of May 15, 2024 (the “Continuing Disclosure Agreement of the Developer”), executed and delivered by the Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent.
- (2) The Preliminary Limited Offering Memorandum, dated May 8, 2024, relating to the issuance of the Bonds as authorized by the City (the “Preliminary Limited Offering Memorandum”);
 - (3) The final Limited Offering Memorandum relating to the issuance of the Bonds, dated May 15, 2024, as authorized by the City (the “Limited Offering Memorandum”); and
 - (4) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer, the principal attorneys of Metcalfe Wolff Stuart & Williams, LLP, involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation, that:

- (i) all persons other than the Developer have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party’s obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof;
- (ii) each person executing any such instrument, document, or agreement other than the Developer is duly authorized and has the legal power to do so;
- (iii) each natural person executing any such instrument, document, or agreement is legally competent to do so;
- (iv) there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise;
- (v) all representations of fact set forth in the Documents and the “Developer Basic Documents” as provided herein as Exhibit A are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; and

(vi) all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by the Developer in connection with the Documents (and the transactions contemplated in the Documents) and do not represent the Developer generally.

Opinions

Based solely upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

(1) The Developer is validly existing and is in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas.

(2) The Developer has the requisite corporate power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary corporate action to authorize the execution and delivery of such Documents and the performance by Developer of the obligations under such Documents.

(3) The execution and delivery by the Developer of the Documents to which it is a party and the performance by the Developer of its obligation under the Documents will not:

(a) to our knowledge, violate any provision of any existing law, statute, rule or regulation applicable to the Developer under the laws of the State of Texas nor subject the

Developer to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to the Developer;

(b) to our knowledge, violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer, nor, to our knowledge, will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer; or

(c) violate the Developer Basic Documents (as defined in Exhibit A), nor will the performance by the Developer of the agreements in the Documents violate the Developer Basic Documents.

(4) To our knowledge, the execution, delivery and performance by the Developer of the Documents to which it is a party do not constitute a breach of or default under any existing loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject, which violation, breach or default would materially adversely affect the Developer or the transactions contemplated by the Documents.

(5) To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by the Developer of the Documents to which the Developer is a party, other than as are required with respect to the financing transaction evidenced thereby.

(6) The Developer has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

(7) No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developer on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Travis County, Texas, except for normal filing or recording fees.

Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide you the following assurances:

(1) There are no actions, suits or proceedings pending or, to our knowledge, threatened against the Developer in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Documents; (v) the execution and delivery of the Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer or (vii) the acquisition and the construction of the

property and improvements identified in the Limited Offering Memorandum, the costs of which are to be funded or reimburse, in whole or in part, by proceeds of the Bonds.

(2) As special counsel to Developer, we reviewed the portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “PLAN OF FINANCE” (except for “— The Bonds”), “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #4 Improvements, and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer,” and “— The Developer’s Compliance with Prior Undertakings” with such review being limited to information pertaining to the Developer, the Authorized Improvements and the Development (as defined in the Limited Offering Memorandum) (collectively, the “Developer Statements”). We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Developer Statements (provided that we did participate in the preparation of the Service and Assessment Plan, the Financing and Reimbursement Agreement and the Improvement Area #4 Reimbursement Agreement attached as appendices to the Limited Offering Memorandum). We did, however, participate in meetings at which the Developer was present during which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developer Statements in the Preliminary Limited Offering Memorandum, as of its date, the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to the Underwriter, is solely for the benefit of the Underwriter in its capacity as the Underwriter to assist the Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing securities from the Underwriter and any other addressees of this letter).

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

(1) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(2) We have relied upon the Developer Basic Documents, as well as the representations of the Developer contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(3) Except for the Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(4) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas, the Delaware General Corporation Law, and the laws of the United States of America, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the State Bar of Texas, and we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the Delaware General Corporation Law and the United States of America. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(5) No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws (other than (2) under “Assurances” above), “Blue Sky” laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; (q) laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any

property as real property, personal property, or fixtures, or the accuracy or sufficiency of any description of collateral or other property; and (u) usury.

(6) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regarding to the sufficiency or accuracy of any legal descriptions contained in the Documents.

(7) The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(8) The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(9) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.

(10) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(11) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(12) We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to you solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

METCALFE WOLFF STUART & WILLIAMS, LLP

By: _____

EXHIBIT A

1. Certificate of Incorporation of Lumbermen's Investment Corporation, a Delaware corporation, dated September 28, 1987.
2. Certificate of Amendment of Certificate of Incorporation of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, dated April 21, 2006.
3. Application for Registration of a Foreign For-Profit Corporation, filed with the Texas Secretary of State on [_____].
4. Certificate of Good Standing dated [_____], from the Delaware Secretary of State for Forestar (USA) Real Estate Group, Inc., a Delaware corporation.
5. Certificate of Fact dated [_____] from the Texas Secretary of State.
6. Verification of franchise tax account status from the Texas Comptroller of Public Accounts dated [_____].
7. Approval of Bonds and Documents by Forestar (USA) Real Estate Group, Inc., a Delaware corporation, dated [_____].

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Delaware corporation validly existing and in good standing under the laws of the State of Delaware, duly authorized to do business in the State of Texas.

2. Representatives of the Developer have provided information to City of Manor, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[] aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Area #4 Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated May 8, 2024, and Limited Offering Memorandum, dated May 15, 2024 (together, the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Delaware Secretary of State, (ii) Certificate of Fact from the Texas Secretary of State and (iii) a verification of franchise tax account status from the Texas Comptroller of Public Accounts.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) The Developer Letter of Representations dated [], 2024;

(b) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to the Development Agreement effective June 15, 2022 (Manor Heights), and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned to the Developer;

(c) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);

(d) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(e) the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021, executed and delivered by the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(f) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of May 15, 2024 (the “Continuing Disclosure Agreement of Developer”), executed and delivered by the Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A. as Dissemination Agent.

6. To the best of the Developer's knowledge, after due inquiry, at the date hereof, Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. To the best of the Developer's knowledge, after due inquiry, at the date hereof, the representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. To the best of the Developer's knowledge, after due inquiry, at the date hereof, the execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the best of the Developer's knowledge, after due inquiry, at the date hereof, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE (except for “ — The Bonds”), “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #4 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF

INFORMATION — Source of Certain Information,” “APPENDIX E-2,” “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies to its knowledge, that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

11. To the Developer’s knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer’s knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer’s ability to complete or cause to be completed the development of the property within Improvement Area #4 of the District as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Area #4 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. To the best of the Developer's knowledge, after due inquiry, at the date hereof, the levy of the Assessments on property in Improvement Area #4 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. To the best of the Developer's knowledge, after due inquiry, at the date hereof, the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material and adverse effect on the Bonds, the Developer’s ability to perform its obligations under the Developer Documents, or the development of the property within Improvement Area #4 of the District.

15. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: June 20, 2024

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP, INC.,
a Delaware corporation

By: _____
Name:
Title:

[Signature page of Closing Certificate of Developer]

APPENDIX F

[AEIGIS GROUP, INC.]

[_____], 2024

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Re: City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Improvement Area #4 of the Manor Heights Public Improvement District (the “District”), does hereby represent the following:

1. On behalf of AEGIS Group, Inc. I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated May 8, 2024, and the Limited Offering Memorandum for the Bonds, dated on or about May 15, 2024 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Manor, Texas, as described above. The information I have provided is the real estate appraisal of the property in Improvement Area #4 of the District, located in APPENDIX H to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #4.”

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about June 20, 2024) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

AEGIS GROUP, INC.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF ADMINISTRATOR]

[_____], 2024

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Re: City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC (“P3 Works,” consultant in connection with the creation by the City of Manor, Texas (the “City”), of the Manor Heights Public Improvement District (the “District”), does hereby represent the following:

1. P3 Works has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated May 8, 2024 (the “Preliminary Limited Offering Memorandum”), and the final Limited Offering Memorandum, dated on or about May 15, 2024 (together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memorandum”), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information P3 Works provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES,” “OVERLAPPING TAXES AND DEBT – Overlapping Jurisdiction Tax Rates” and “THE ADMINISTRATOR” and (b) in the 2024 Amended and Restated Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of the name of our firm in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about June 20,

2024) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3WORKS, LLC

By: _____
Its: _____

**CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of May 15, 2024 (this “Disclosure Agreement”) is executed and delivered by and between the City of Manor, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “Bonds”). The Issuer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of May 15, 2024, between the Issuer and Trustee relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean P3Works, LLC, or an officer or employee of the City or third party designee of the City who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment(s)” shall have the meaning assigned to such term in the Indenture.

“Business Day” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of

the Paying Agent/Registrar (as each term is defined in the Indenture) is located are required or authorized by law or executive order to close.

“Developer” shall mean Forestar (USA) Real Estate Group, Inc., a Delaware corporation, and its designated successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of May 15, 2024, executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean such officer or employee of the Issuer as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Manor Heights Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the calendar year from October 1 through September 30.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #4” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Prepayment(s)” shall have the meaning assigned to such term in the Indenture.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

Section 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than ten (10) Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2024, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer’s Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent to:

(1) determine the filing address or other filing location of the MSRB each year within ten (10) Business Days prior to filing the Annual Issuer Report on the date required in subsection (a);

(2) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof;

(3) file audited financial statements of the Issuer pursuant to Section 4(b) herein; and

(4) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information.* Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(1) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments.

(2) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(3) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #4.

(4) The individual and aggregate taxable assessed valuation for parcels or lots within Improvement Area #4 of the District, based on the most recent certified tax roll available to the Issuer.

(5) Listing of any property owners in Improvement Area #4 representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such property owners, and the percentage of such Assessments relative to the entire levy of Assessments within the District, based on the most recent certified tax roll available to the Issuer.

(6) The current or delinquent status of the payment of the Assessments for each parcel or lot in Improvement Area #4 of the District as of March 1 of the calendar year immediately succeeding such Fiscal Year.

(7) The five-year collection and delinquency history of the Assessments.

(8) For each of the Assessments, the total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments and the length of time of such delinquency, (D) delinquent Assessments collected, (E) Foreclosure Proceeds collected, and (F) Prepayments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent

billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(9) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements.* If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs.

The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, or the Issuer's staff if no Administrator is designated, shall prepare and provide the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

- (7) Modifications to rights of Owners, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of bonds, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the Issuer.
- (13) The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #4 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number (10) above.

For these purposes, "financial obligation" means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule. The Issuer intends the words used in numbers (15) and (16) and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

For these purposes, any event described in the immediately preceding number (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but

subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. The form for submitting such notice is attached hereto as Exhibit A. Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within two (2) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days immediately following the day on which it receives written instructions from the Issuer. The Issuer acknowledges the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number (2), (7), (8), (10), (13), (14), or (15) of subsection (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

Section 7. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Disclosure Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. The Dissemination Agent may resign at any time with sixty (60) days' notice to the Issuer and the Administrator, provided that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Developer, the Dissemination Agent shall resign under the Disclosure Agreement of Developer simultaneously with its resignation hereunder. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be the Trustee. In addition, pursuant to the Disclosure Agreement of Developer, the Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer, and any other party responsible for providing Quarterly Information pursuant to the Disclosure Agreement of Developer, in carrying out their respective obligations under the Disclosure Agreement of Developer, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. In the event the Issuer appoints a new Dissemination Agent under the Disclosure Agreement of Developer, the Issuer shall give written notice of such change to the Administrator and any Party responsible for providing Quarterly Information at least fifteen (15) days prior to

the next Quarterly Filing Date. With the exception of the term “Disclosure Agreement of Developer”, capitalized terms used in this paragraph shall have the meanings given to such terms in the Disclosure Agreement of Developer.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have

no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Improvement Area #4, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the

construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

Except as otherwise provided herein, the Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

Section 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #4 of the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas (the “State”).

Section 20. Counterparts. This Disclosure 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 instrument.

Section 21. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Disclosure Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each respectively, represent that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing

verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 22. Texas Government Code Section 2274.002. The Aggregate value of this Agreement is less than the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code, as amended.

Section 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator’s participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

[Signature pages follow.]

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey
Mayor

UMB BANK, N.A.
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Manor, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024 (Manor Heights
 Public Improvement District Improvement Area #4 Project)
 Date of Delivery: _____, 20__
 CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Manor, Texas, has not provided [an Annual Issuer Report] [annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of _____ 1, 2024, between the Issuer, P3Works, LLC, as Administrator and UMB Bank, N.A., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report] [annual audited financial statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.,
 on behalf of the City of Manor, Texas
 (solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Manor, Texas

EXHIBIT B

**CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP Numbers: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: UMB Bank, N.A.,
Address: _____
City: _____, Texas _____
Telephone: (____) ____ - _____
Contact Person: Attn: _____]

SECTION 4(a)(1)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

SECTION 4(a)(1)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

SECTION 4(a)(2)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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ITEMS REQUIRED BY SECTION 4(a)(3) - (6)

[Insert a line item for each applicable listing]

SECTION 4(a)(7)

Collection and Delinquency History of Assessments

<u>Time</u> <u>Period</u> [FISCAL YEAR END] [FEB 1. OF CURRENT YEAR] ⁽³⁾	<u>Total</u> <u>Assessment</u> <u>Levied</u>	<u>Parcels</u> <u>Levied</u> ⁽¹⁾	<u>Delinquent</u> <u>Amount as</u> <u>of 3/1</u>	<u>Delinquent</u> <u>% as of 3/1</u>	<u>Delinquent</u> <u>Amount as</u> <u>of 9/1</u>	<u>Delinquent</u> <u>% as of 9/1</u>	<u>Total</u> <u>Assessments</u> <u>Collected</u> ⁽²⁾
	\$		\$	%	\$	%	\$
	\$		\$	%	N/A	N/A	\$

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

⁽³⁾ Collected as of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(8) - (9)

[Insert a line item for each applicable listing]

EXHIBIT C

**BASIC EXPECTED TIMELINE FOR ASSESSMENTS
COLLECTIONS AND PURSUIT OF DELINQUENCIES**

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments Delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 15. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified.
		Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.
		At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.
		If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
February 15	15	Issuer and/or Administrator should be aware of actual and specific delinquencies.
March 15		Trustee pays bond interest payments to bondholders.
		Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice,

Date	Delinquency Clock (Days)	Activity
		Dissemination Agent to notify MSRB of such draw or Fund for debt service.
		Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.
		Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 31	59/60	Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies in the form of the Annual Issuer Report or otherwise.
		If any property owner with ownership of property responsible for more than \$10,000 of the Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Assessments.
April 15	74/75	Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	120/121	Foreclosure action to be filed with the court.

Date	Delinquency Clock (Days)	Activity
June 15	134/135	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution authorizing the submission of a Master Plan for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.

BACKGROUND/SUMMARY:

The City of Manor is working with Grant Development Services (GDS) to apply to the Texas Parks and Wildlife Department (TPWD) for an outdoor grant application. The GDS team have worked with other municipalities in the region to submit successful applications to enhance their parks and recreation programs. The city’s 2050 Comprehensive Plan has a chapter on Parks, Recreation and Open Spaces, which included the evaluations of all available sites in Manor for recreational construction. The plan identified Timmerman Park as the best available location for the construction of new indoor and outdoor recreational opportunities. The GDS team developed a survey designed to gather public input. Future public meetings are scheduled for the GDS team and staff to gather additional information and input from the citizens regarding recreational opportunities at Timmerman Park.

The GDS team will be submitting city’s Master Plan for Parks, Recreation and Open Spaces to the TPWD, which will include the local needs assessment survey and public meeting data identifying the recreational priorities for Timmerman Park. The overall goal is to a submit TPWD application that highlight the city’s need to add quality recreational amenities in accordance with public input and the city’s Master Plan for Parks, Recreation and Open Spaces.

LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2024-15

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2024-15 authorizing the submission of a Master Plan for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.

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

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, SUPPORTING THE CITY OF MANOR'S SUBMISSION OF A TEXAS PARKS AND WILDLIFE DEPARTMENT APPLICATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Parks and Wildlife Department (TPWD) has a long-standing mission to fund indoor and outdoor recreational facilities by working with communities to build and enhance parks and recreation programs and amenities and

WHEREAS, the City of Manor, Texas ("City") is submitting a TPWD outdoor grant application for Timmerman Park; and

WHEREAS, Timmerman Park will expand its services and open space amenities for the city; and

WHEREAS, Timmerman Park additions will address a need in the City's parks and open space and are deemed critical to the City's Park masterplan; and

WHEREAS, the city is set to provide a local match as part of the grant application, which is available, unencumbered, and committed to this project; and

WHEREAS, the City Council of the City of Manor, Texas (the "City Council") has determined that it is in the best interest of the city to submit a TPWD grant.

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 Council hereby supports the submission of a TPWD grant.

Section 3. The City Council hereby authorizes the City Manager to execute all necessary documentation regarding this grant.

Section 4. The City Council hereby directs the City Manager to create a dedicated budget line item for the TPWD matching funds from this day forward and that funds are available, unencumbered and committed to the local match for this project.

Section 5. 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.

Section 6. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 15th day of May 2024, 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. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Phil Green, IT Director
DEPARTMENT: Information Technology

AGENDA ITEM DESCRIPTION

Consideration, discussion, and possible action on a Statement of Work for surplus services with GTS Technology Solutions.

BACKGROUND/SUMMARY:

In 2023, the Department of Information Technology presented a list of technology equipment to the City Council that exceeded its useful life and warranty support. The 2024 surplus list includes additional equipment that has been added for you to review. The proposed statement of work with GTS, which is a service company, on the State of Texas award to surplus hardware vendor. Other local units of government have utilized GTS to dispose of their technology equipment properly.

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

- Statement of Work
- City’s Surplus list

STAFF RECOMMENDATION:

The staff recommends that the City Council approve a Statement of Work for surplus services with GTS Technology Solutions and authorize the City Manager to execute the agreement after legal review.

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



Asset Recovery Services

Statement of Work

By and Between

GTS Technology Solutions
9211 Waterford Centre Blvd. Ste. 275
Austin, TX 78758

And

City of Manor

Submission Date: 04/25/2024

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Terms and Conditions – in Accordance with DIR-CPO-47545

PURPOSE

GTS has been requested to provide IT asset recovery services (ARS) for legacy desktop, laptops and Servers to be recycled, refurbished and/or resold. GTS will provide all requested documentation for the City of Manor to review as these services are being completed in accordance with existing contract Terms & Conditions. GTS will provide a 50/50 Net Revenue Share based on assets that have been recycled, refurbished and/or resold.

SCOPE

This section articulates the activities and services that will be considered in scope for the Contractor team during this project.

IN SCOPE

The following items are in scope during this Contract:

ASSET RECOVERY SERVICES (ARS)**Service Scope**

- Transport Legacy Systems from customer site(s) to GTS Partner's warehouse in accordance with the Deployment Schedule
 - Customer has the right to waive or keep certain equipment if desired by responsible party/department.
- Provide Customer an inventory report of serialized equipment & general counts for other related peripherals collected.
- GTS will identify ARS Partner(s) and their methods/policies for hard drive destruction or asset recycling based upon components
- All hard drives are currently removed from devices and will not require certificates of destruction

DATA PRIVACY SERVICES

GTS will remove the drives' data pursuant to National Institute of Standards and Technology ("NIST") (or successor standard) SP 800-88 procedures and conduct a compliant multi-pass wipe process to ensure the complete destruction of any data from the drives. GTS will provide a copy of the Certificate of Data Destruction and a Certificate of Recycling detailing the Materials handled will be issued to the appropriate Customer administrative contacts. No data contained on these drives will be retained or copied in any manner, prior to destruction. If hard disk drive does not successfully complete after a multi-pass wipe, GTS IT Recycling Partner will undertake the physical destruction of hard disk drive (this will decrease the recovered value of the asset). The destroyed Materials will be sent to a refiner for recapturing of their intrinsic value. This will decrease the recovery value of the asset. GTS will ensure that security is not compromised during transportation of Material between CLIENT, GTS and GTS IT Recycling Partner. A certificate will be provided when a drive is destroyed or wiped.

OUT OF SCOPE

Item 20.

The following items are out of scope during this Contract:

- Any services not included in the In Scope section of this document

ROLES AND RESPONSIBILITIES

GTS WILL PERFORM THE FOLLOWING

- GTS will appoint a point of contact to communicate with CUSTOMER.

CUSTOMER WILL PERFORM THE FOLLOWING

- Customer will provide GTS with a list of elements needed in the report i.e. make, model, TAG number, Asset Number, etc.
- Customer will provide GTS with list of make and model of serialized assets for pickup.

APPROACH

Contractor will take the following approach to deliver this project:

- Discover
 - Confirm delivery locations
 - Determine onsite contacts
- Design
 - Create Project Plan for services
 - Assign team leads and technicians for each location
- Deliver
 - Receive equipment at GTS Partner Integration Facility
 - Process equipment for ARS
 - Provide necessary documentation & credit as detailed

REVENUE SHARE

GTS will provide a net 50/50 revenue share with Customer, after ALL costs, fees & services performed have been assessed and covered in full. Associated fees & services which occur during the ARS process may include the following items: transportation, warehousing, equipment rental, related time & materials, and 3rd party services. GTS will provide a monthly reimbursement based on that final amount to Customer by the 15th of each month. GTS will not seek reimbursement from Customer for any ARS batch that does not generate positive net revenue.

PRICING

GTS will coordinate with Customer Finance to determine reimbursement allocation and format.

APPROVAL

Item 20.

IN WITNESS WHEREOF, CUSTOMER and the Contractor have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the “Effective Date”).

City of Manor	GTS
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

TERMS AND CONDITIONS – IN ACCORDANCE WITH DIR-CPO-4754

The terms and conditions of this SOW shall be governed by the terms and conditions set forth in DIR-CPO-4754.

Retired

Cell Phone

Apple	iPhone 7+	AIP707
Apple	iPhone S	AIPS26
Apple	iPhone S	AIPS02
Apple	iPhone S	AIPS01
Apple	iPhone S+	AIPSS06
Apple	iPhone S+	AIPSS05
Apple	iPhone S+	AIPSS04
Apple	iPhone S+	AIPSS03
Apple	iPhone S+	AIPSS02
Apple	iPhone S	AIPS04
Apple	iPhone 7+	AIP708
Apple	iPhone S	AIPS05
Apple	iPhone 7+	AIP706
Apple	iPhone 7+	AIP705
Apple	iPhone 7+	AIP704
Apple	iPhone 7+	AIP703
Apple	iPhone 7+	AIP702
Apple	iPhone 7+	AIP701
Apple	iPhone 28	ip1118
Apple	iPhone 27	ip1117
Apple	iPhone 26	ip1116
Apple	iPhone S+	AIPSS01
Apple	iPhone S	AIPS15
Apple	iPhone S	AIPS25
Apple	iPhone S	AIPS24
Apple	iPhone S	AIPS23
Apple	iPhone S	AIPS22
Apple	iPhone S	AIPS21
Apple	iPhone S	AIPS20
Apple	iPhone S	AIPS19
Apple	iPhone S	AIPS18
Apple	iPhone S	AIPS03
Apple	iPhone S	AIPS16
Apple	iPhone 23	ip1113
Apple	iPhone S	AIPS14
Apple	iPhone S	AIPS13
Apple	iPhone S	AIPS12
Apple	iPhone S	AIPS11
Apple	iPhone S	AIPS10
Apple	iPhone S	AIPS09
Apple	iPhone S	AIPS08
Apple	iPhone S	AIPS07
Apple	iPhone S	AIPS06

Apple	iPhone S	AIPS17
Apple	iPad 5th Gen	APPD03
Casio	G'zOne	VRCAS02
Casio	G'zOne	VRCAS01
Kyocera	DuraXV	VRKY17
Kyocera	DuraXV	VRKY16
Kyocera	DuraXV	VRKY15
Kyocera	DuraXV	VRKY14
Kyocera	DuraXV	VRKY13
Kyocera	DuraXV	VRKY12
Apple	iPhone 25	ip1115
Kyocera	DuraXV	VRKY10
Samsung	Convoy	SMCV
Kyocera	DuraXV	VRKY08
Kyocera	DuraXV	VRKY06
Kyocera	DuraXV	VRKY05
Kyocera	DuraXV	VRKY04
Kyocera	DuraXV	VRKY03
Kyocera	DuraXV	VRKY02
Kyocera	DuraXV	VRKY01
Apple	iPhone XR	ipxr2
Apple	iPhone XR	ipxr1
Kyocera	DuraXV	VRKY11
Apple	iPhone 12	ip1102
Kyocera	DuraXV	VRKY09
Apple	iPhone 22	ip1112
Apple	iPhone 21	ip1111
Apple	iPhone 20	ip1110
Apple	iPhone 19	ip1109
Apple	iPhone 18	ip1108
Apple	iPhone 17	ip1107
Apple	iPhone 16	ip1106
Apple	iPhone 15	ip1105
Casio	G'zOne	VRCAS03
Apple	iPhone 13	ip1103
Casio	G'zOne	VRCAS04
Apple	iPhone 11	ip1101
Sonim	XP3	SNXVR06
Sonim	XP3	SNXVR05
Sonim	XP3	SNXVR04
Sonim	XP3	SNXVR03
Sonim	XP3	SNXVR02
Sonim	XP3	SNXVR01
Motorola	Startac	MTST1
Apple	iPhone 24	ip1114
Apple	iPhone 14	ip1104
Apple	iPhone SE 2020	VIPSE2017

Apple	iPhone SE 2020	VIPSE2005
Apple	iPhone SE 2020	VIPSE2026
Apple	iPhone SE 2020	VIPSE2025
Apple	iPhone SE 2020	VIPSE2024
Apple	iPhone SE 2020	VIPSE2023
Apple	iPhone SE 2020	VIPSE2022
Apple	iPhone SE 2020	VIPSE2021
Apple	iPhone SE 2020	VIPSE2020
Samsung	Galaxy S7	SMGLS71
Apple	iPhone SE 2020	VIPSE2018
Samsung	Galaxy S7	SMGLS72
Apple	iPhone SE 2020	VIPSE2015
Apple	iPhone SE 2020	VIPSE2013
Apple	iPhone SE 2020	VIPSE2012
Apple	iPhone SE 2020	VIPSE2011
Apple	iPhone SE 2020	VIPSE2010
Apple	iPhone SE 2020	VIPSE2009
Apple	iPhone SE 2020	VIPSE2008
Apple	iPhone SE 2020	VIPSE2007
Apple	iPhone SE 2020	VIPSE2006
Apple	iPhone SE 2020	VIPSE2019
Apple	iPhone 5	APL506
Apple	iPhone 5	AIPS27
Kyocera	DuraXV	VRKY07
Apple	iPad 7th Gen	APPD02
Apple	iPad Pro 12.9" (2015)	APPD01
Sonic	XP8800	VRSN1
Apple	iPhone 5	APL511
Apple	iPhone 5	APL510
Apple	iPhone 5	APL509
Apple	iPhone SE 2020	VIPSE2027
Apple	iPhone 5	APL507
Apple	iPhone SE 2020	VIPSE2014
Apple	iPhone 5	APL505
Apple	iPhone 5	APL504
Apple	iPhone 5	APL503
Apple	iPhone 5	APL502
Apple	iPhone 5	APL501
Samsung	Galaxy S9	SMGLS92
Samsung	Galaxy S9	SMGLS91
Samsung	Galaxy S8	SMGLS81
Samsung	Galaxy S7 Edge	SMGLS71E
Apple	iPhone 5	APL508
Apple	iPhone SE	AIPSE05
Apple	iPhone SE	AIPSE15
Apple	iPhone SE	AIPSE13
Apple	iPhone S	AIPS29

Apple	iPhone SE	AIPSE11
Apple	iPhone SE	AIPSE10
Apple	iPhone SE	AIPSE09
Apple	iPhone SE 2020	VIPSE2004
Apple	iPhone SE 2020	VIPSE2016
Apple	iPhone SE	AIPSE08
Apple	iPhone SE	AIPSE16
Apple	iPhone SE	AIPSE06
Apple	iPhone SE	AIPSE14
Apple	iPhone SE	AIPSE04
Apple	iPhone SE	AIPSE03
Apple	iPhone SE	AIPSE02
Apple	iPhone SE	AIPSE01
Apple	iPhone S	AIPS33
Apple	iPhone S	AIPS32
Apple	iPhone S	AIPS31
Apple	iPhone S	AIPS30
Apple	iPhone S	AIPS28
Apple	iPhone SE	AIPSE07
Apple	iPhone SE	AIPSE27
Apple	iPhone SE 2020	VIPSE2002
Apple	iPhone SE 2020	VIPSE2001
Google	Pixel 5	GGPX03
Google	Pixel 4	GGPX02
Google	Pixel 3	GGPX01
Apple	iPhone 13 Pro	AIP1301P
Apple	iPhone SE	AIPSE30
Apple	iPhone SE	AIPSE12
Apple	iPhone SE	AIPSE17
Apple	iPhone SE	AIPSE28
Apple	iPhone SE	AIPSE29
Apple	iPhone SE	AIPSE26
Apple	iPhone SE 2020	VIPSE2003
Apple	iPhone SE	AIPSE25
Apple	iPhone SE	AIPSE24
Apple	iPhone SE	AIPSE23
Apple	iPhone SE	AIPSE22
Apple	iPhone SE	AIPSE21
Apple	iPhone SE	AIPSE20
Apple	iPhone SE	AIPSE19
Apple	iPhone SE	AIPSE18
Subtotal:	178	

MDC

Panasonic	CF-31	4CTYA94939
Panasonic	CF-31	4CTYA95135
Panasonic	CF-31	4CTYA95169
Panasonic	CF-31	4CTYA95139

Panasonic	CF-31	4CTYA94922
Panasonic	CF-31	3LYA75089
Panasonic	CF-31	3LYA77528
Panasonic	CF-31	4CTYA94119
Panasonic	CF-31	706K9P2
Panasonic	CF-31	4CTYA94786
Panasonic	CF-31	4JTYA39228
Panasonic	CF-31	4JTYA39762
Panasonic	CF-31	4JTYA39787
Panasonic	CF-31	4JTYA39813
Panasonic	CF-31	5CKYA19035
Panasonic	CF-31	5CKYA19492
Panasonic	CF-31	5CKYA19494
Panasonic	CF-31	5CKYA19556
Panasonic	CF-31	990008241395529
Panasonic	CF-31	3KTYA70430
Panasonic	CF-31	2JTYA02855
Dell	P02G	F9Q7XL1
Panasonic	CF-31	3JTYA67372
Panasonic	CF-31	2JTYA03158
Panasonic	CF-31	990005061384815
Dell	P02G	17Q7XL1
Panasonic	CF-31	2JTYA99791
Panasonic	CF-31	2JTYA03034
Xplore	ix125R1	H6JKG00412

Subtotal: **29**

Monitor

Dell	S2340Lc	64180-417-164T
Dell	P2217H	8RF3MB2
Dell	E21014Hc	64180-34U-1G2L
Dell	P2217	4TF3MB2
Dell	P2217Hb	9GSXLB2
Dell	P2219H	CFSXLB2
Dell	P2219H	1L3B9P2
Dell	E2416Hb	CN-09DKC3-74261-57P-ODLU-A00
Dell	E2014H	71623-18B-2447
Dell	E2416Hb	CN-09DKC3-74261-57P-ODMU-A00
Dell	U2412Mb	CN-0YMYH1-74261-4BA-5KNS
Dell	P2217Hb	5RF3MB2
Dell	P2219H	CSF3MB2
Dell	P2219H	DGSXLB2
Dell	P2219H	5M3B9P2
Dell	293M3	64180-2AI-1Q7T
Dell	524N3	74261-59M-4V2L
Dell	G433H	74443-8BK-AAZL
Dell	27HW3	74264-51N-0W3L
Dell	P2217Hb	74261-67N-3W5B-A00

Dell	524N3	74261-59M-6WAB
Dell	P2219H	7H3B9P2
Dell	P2217Hb	7RF3MB2
Dell	P2217Hb	7SF3MB2
Dell	P2219H	7XLHV23
Dell	P2219H	6M3B9P2
Dell	524N3	74261-59M-6H1B
Dell	E2014Hc	64180-3AS-ORRI
Dell	524N3	74261-59M-4VOL
Dell	524N3	74261-59M-4NAL
Dell	524N3	74261-59M-09JL
Dell	524N3	74261-59H-0GYB
Dell	524N3	74261-54H-0T1B
Dell	P2414Hb	74261-53F-0UCB
Dell	P2214Hb	74261-4CQ-AEEL
Dell	P2217Hb	FPF3MB2
Dell	P2219H	8L3B9P2
Samsung	S27E650D	ZZGYH4ZH600560E
Dell	E2014Hc	64180-34P-2TXL
Dell	P2217Hb	6RF3MB2
Dell	P2217Hb	6Sf3mb2
Dell	S2340Lc	64180-417-0BVT
Samsung	S27E650d	ZZGYH4ZH600748N
Dell	E2014Hc	64180-2B1-0XNT
Dell	P2012H1	74445-37T-BU0M
Dell	E2014Hc	74264-51U-0TJL
Dell	P2217Hb	2SF3MB2
Dell	P2210t	74445-9CA-ASJS
Samsung	S27E650D	ZZGYH4ZH600752Z
Dell	P2219H	FGSXLB2
Samsung	S27E650D	ZZGYH4ZH600362N
Samsung	S27E650D	ZZGYH4ZH300147H
Dell	27HW3	74264-51N-0W4L
ViewSonic	CDE4302	UDE161200177
Dell	P2219H	JRPB9P2
Dell	P2219H	JRF3MB2
Dell	P2219H	HYJ53Q2
Dell	P2219H	FL3B9P2
Dell	P2219H	HG3B9P2
Dell	P2219H	FPK53Q2
Dell	P2210t	74445-9CA-AU1S
Dell	P2219H	2J3B9P2

Subtotal: **62**

PC

Dell	Vostro 220	3M1THG1
Dell	Optiplex 7020	3QB5V62
Dell	Optiplex 7020	5D05V62

Dell	Optiplex 7020	1TFT842
Dell	Optiplex 7020	20THV42
Dell	Optiplex 7020	4ZSHV42
Dell	Optiplex 7020	3JNMV42
Dell	Latitude E5530 Laptop	6KJJXW1
Dell	Optiplex 7080	2QG8V62
Dell	Optiplex 7020	2Q84V62
Dell	Optiplex 7020	2PZ5V62
Dell	Optiplex 3010	5KFK6Y1
Dell	Optiplex 3020	4N8JN02
Dell	Optiplex 5040	8QD7RD2
Dell	Optiplex 3060	GCM1ZQ2
Dell	Optiplex 3060	GCQ0ZQ2
Dell	Optiplex 3060	GCRWYQ2
Dell	Optiplex 3060	GD0XYQ2
Dell	Optiplex 3060	GD6YYQ2
Dell	Optiplex 3060	78PC8R2
Dell	Optiplex 3010	GGKJHX1
Dell	Optiplex 5040	8QC9RD2
Dell	Optiplex 3060	GCGYYQ2
Lenovo	Ideapad	EB10081782
Dell	Optiplex 3060	GDMYYQ2
Dell	Latitude XFR	JR9CSS1
Dell	Latitude E6430s	4H10NX1
HP	G60	2CE9362BTV
Dell	Optiplex 7010	HSPFFZ1
Dell	Latitude 3550	42FMK22
Dell	Optiplex 3070	8XLZ233
Dell	Inspiron 15	60900C2
Dell	Inspiron 15	97DWZN2
Dell	Optiplex 380	DZK8PL1
Dell	Latitude 3540	Br1T502
Dell	Optiplex 5040	8QF6RD2
Dell	Optiplex 3060	78QD8R2
Dell	Optiplex 3040	7GCHGB2
Dell	Optiplex 5040	8QCBRD2
Dell	Optiplex 5040	8QD5RD2
Dell	Optiplex 5040	8QD6RD2
Dell	Optiplex 5040	8QD8RD2
Dell	Optiplex 5040	8QDBRD2
Dell	P31F	HFN2YZ1
Dell	Optiplex 5040	8QF5RD2
Dell	Optiplex 3060	GCFXYQ2
Dell	P09E Laptop	8XX8Qs1
Dell	XPS M140	FK9MV91
Dell	Optiplex 380	DZK7PL1
Dell	Optiplex 5040	8QDCRD2

	Dell	Precision P10E Laptop	CGF5TW1
	Dell	Optiplex 5040	8QF8RD2
	Dell	Optiplex 5040	8QG7RD2
	Dell	Optiplex 5040	8QG6RD2
	Dell	Optiplex 5040	8QG5RD2
	Dell	Optiplex 5040	8QFBRD2
	Dell	Optiplex 5040	8QFCRD2
	Dell	P09E Laptop	CNHDQS1
	<u>Subtotal:</u>	<u>58</u>	
Printer			
	Samsun	ML-3312ND	Z64AB8GC7F00GDB
	Epson	Workforce 635	MH8Y066678
	Dell	B1165nfw	GSCT6X1
	Dell	B1260dn	DL8Y3W1
	Brother	MFC-L8900CDW	U6464G8J263692
	Lexmark	MS821n	4064913015P2D
	Dell	B2375dfw	7X065Y1
	<u>Subtotal:</u>	<u>7</u>	
Server			
	Samsung	OfficeServ 7200	2R2Q340010R
	Dell	PowerEdge R610	B4S1FQ1
	Dell	PowerEdge R610	4D1KNQ1
	Dell	PowerEdge R730	JMK2CH2
	Samsung	OfficeServ 7200	2R2Q340019J
	<u>Subtotal:</u>	<u>5</u>	
Switch			
	Fortigate	FG-200D	FG200D4614801984
	Cisco	SG350X-48	DNI24130PA4
	Meraki	MX84-hw	Q2PN-JU97-6UQW
	<u>Subtotal:</u>	<u>3</u>	
	<u>TOTAL:</u>	<u>342</u>	



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

Applicant: Carilu Texas Realty LLC

Owner: Carilu Texas Realty LLC

BACKGROUND/SUMMARY:

This property is near the intersection of US Hwy 290 and Murray Avenue. It is in between the MISD Police Station and Mr. Jims gas station. The property was zoned SF-1 when the city first applied zoning districts back in the early 2000s, but the property has always been used commercially. Its prior use was as a law office building.

The request for Neighborhood Business is consistent with the Comprehensive Plan Future Land Use Map designating this area as Community Mixed Use. Community Mixed Use is meant as a mix of nonresidential and residential uses in a compact design to create a walkable environment.

P&Z voted 6-0 to recommend approval. The zoning was supported because it’s consistent with the Future Land Use Map, the use is compatible with surrounding commercial uses, and the property was built for and used historically as an office building.

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

- Ordinance
- Letter of Intent
- Rezone Map
- Aerial Image
- Neighborhood Business Uses
- FLUM
- Community Mixed Use Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO NEIGHBORHOOD BUSINESS (NB); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family Suburban (SF-1) to zoning district Neighborhood Business (NB). The Property is accordingly hereby rezoned to Neighborhood Business (NB).

Section 4. Open Meetings. That 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, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of May 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:
310 West Murray Avenue, Manor, TX 78653

Property Legal Description:

Lots 6 and 7, Block 2, A.E. Lane Addition to the City of Manor, Travis County, Texas, according to the map or plat thereof recorded in Book 2, Page 223, Plat Records of Travis County, Texas, save and except that portion of Lot 7 conveyed to the State of Texas in Right of Way Deed recorded in Volume 948, Page 163, Deed Records of Travis County, Texas.



Dear Members of the Zoning Board,

I am writing to formally request the rezoning of the property located at 310 W. Murray St., Manor, TX 78653, from its current Residential zoning to Commercial zoning. The primary reason for this request is to align the property's use with its original design and previous usage history.

I currently operate a real estate office at this location and wish to expand by leasing additional office spaces within the same premises. However, under the current Residential zoning, this expansion is not feasible. Changing the zoning to Commercial would not only benefit my business but also contribute to the local economy by providing additional office spaces for lease.

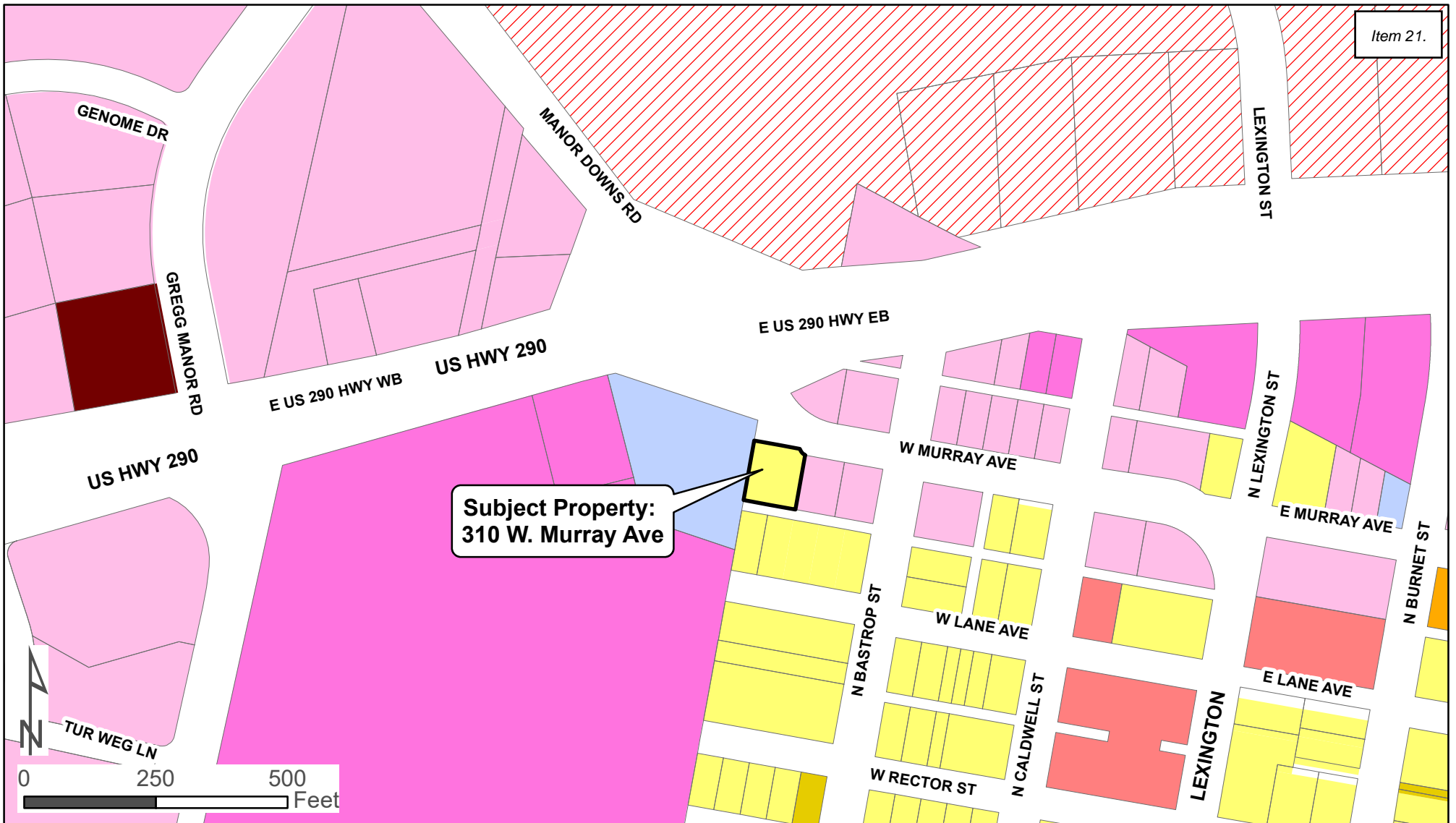
It's important to note that when I purchased the property, it was sold under the premise of being commercial real estate. The building's structure and internal layout are designed specifically for commercial use. For example, there are no showers or other features typically found in residential properties. From the beginning, this property has been utilized for commercial purposes, evidenced by its previous occupants, a law firm.

The property's location and design make it unsuitable for residential use but ideal for commercial activities. Rezoning this property would not only rectify this misalignment but also maximize its potential for contributing to the local business community.

I am committed to ensuring that any business activities conducted on the premises will adhere to the highest standards and will follow all relevant regulations and guidelines. Thank you for considering my request. I am available for any further discussions or hearings required in this matter. I look forward to a favorable response and am hopeful that the Board will recognize the benefits of rezoning this property for commercial use.

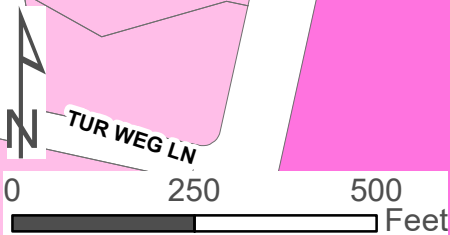
Sincerely,
Carilu Castelan

 March 5, 2024



Item 21.

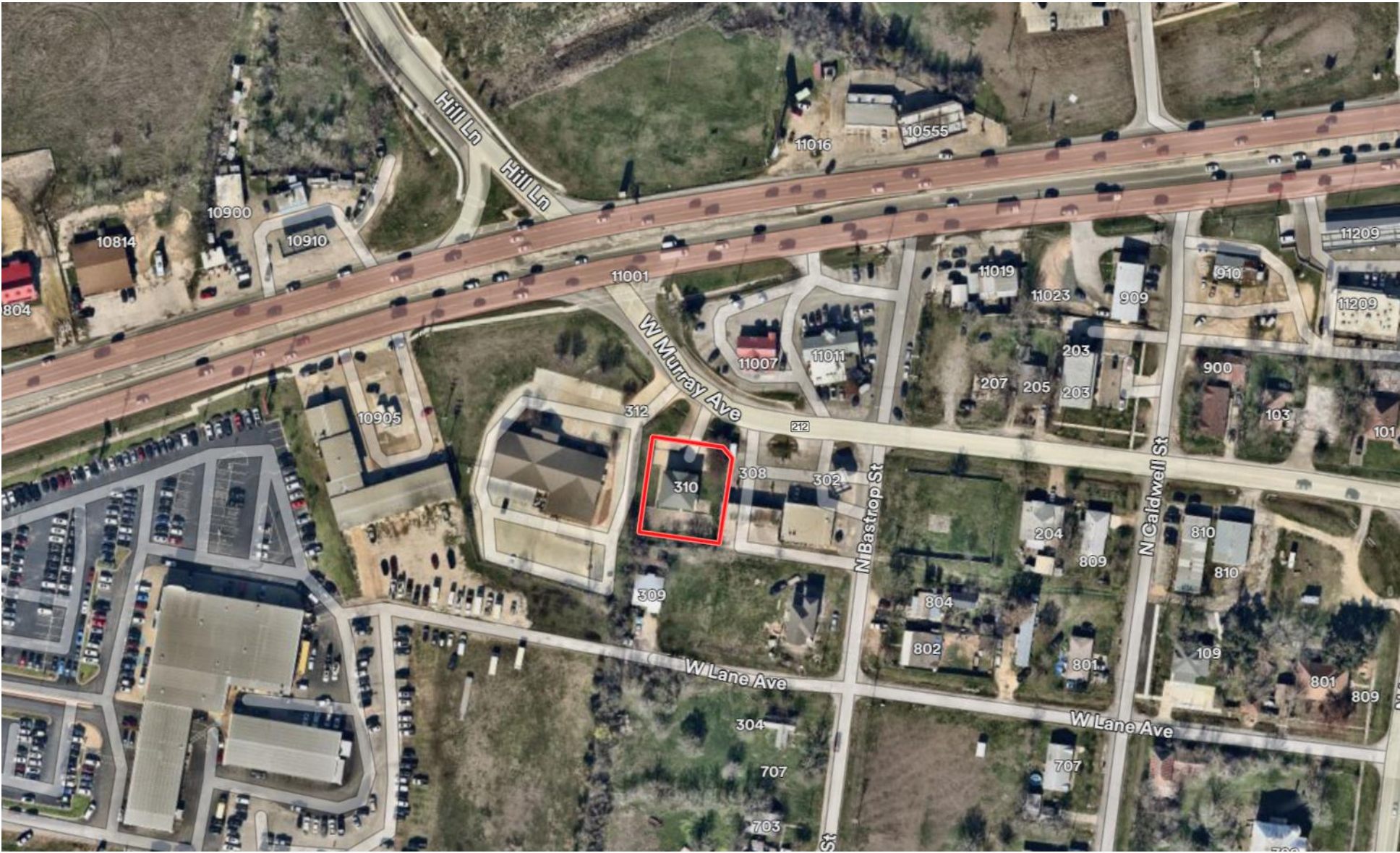
Subject Property:
310 W. Murray Ave

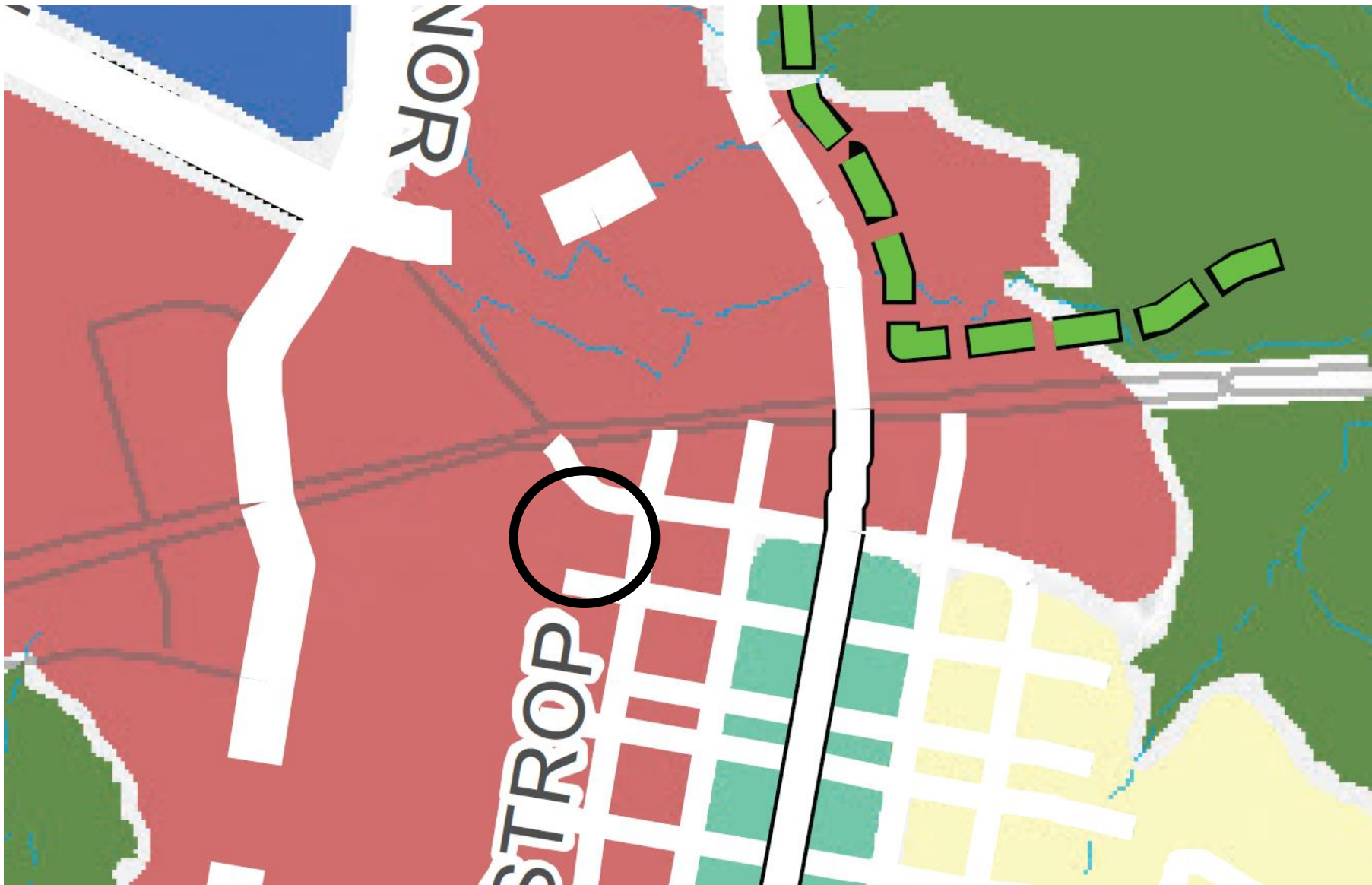


Current:
(SF-1) Single Family Suburban

Proposed:
(NB) Neighborhood Business

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ





COMMUNITY MIXED-USE

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

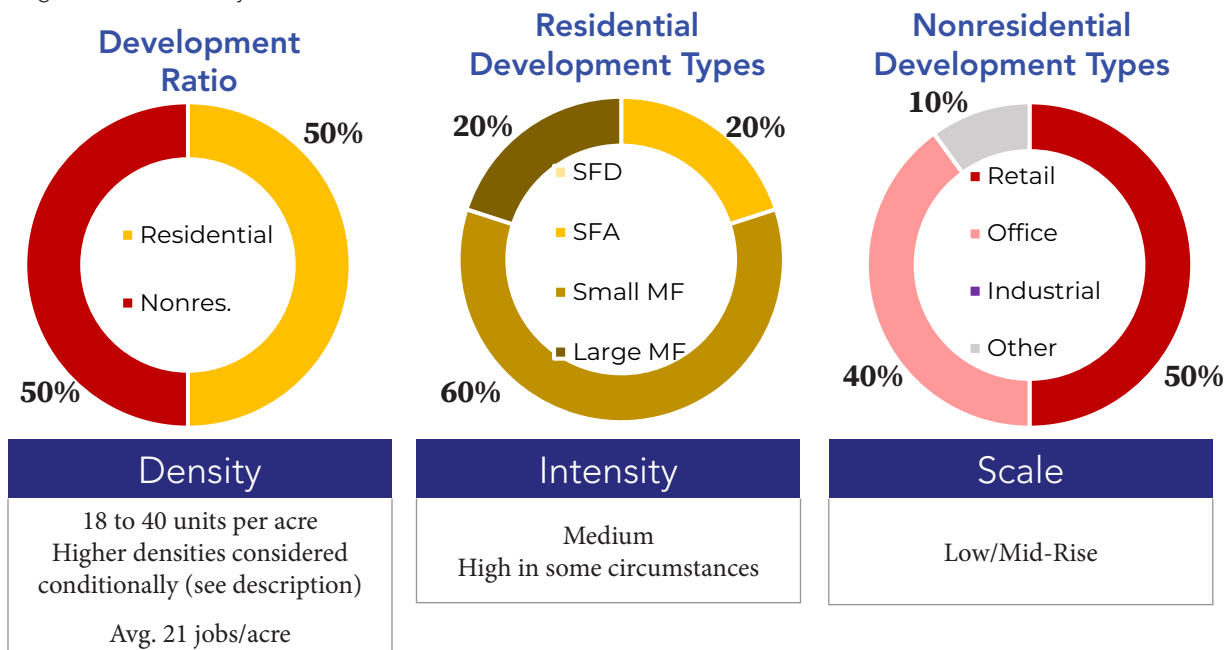
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●●●○○	
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	●●●●●	
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●●●○	
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
Manufacturing	●○○○○	Not considered appropriate.
Civic	●●●●●	Considered supportive to the function and livability of this future land use category, government buildings, schools and community facilities can serve as activity hubs.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.

MIXED USE DISTRICTS

NB

Neighborhood Business

The neighborhood business districts is intended as a low-intensity mix of commercial and residential uses, excluding single-family residential and manufactured home residential, and being located at or near single-family and multifamily residential development and along a primary collector or greater roadway. Building scale and site development should be cohesive with adjacent residential. This district can serve as a transition to more intense commercial uses.

Permitted and Conditional Uses

Residential

Condominium (c)	Multi-family (c)
-----------------	------------------

Non-Residential

Alcoholic beverage establishment (c/s)	Laundry services (self)
Antique shop	Liquor sales (c)
Art studio or gallery	Medical clinic
Business Support Services	Offices, government
Child Care Center	offices, medical
Club or lodge (c)	Offices, professional
Community Garden (c)	Personal improvement services
Consumer Repair Services	Personal services
Event Center (c/s)	Pet store (c)
Financial Services (c)	Printing and publishing (c)
Florist (c)	Religious assembly
Food Sales (c)	Restaurant (c)
Funeral Services (c)	Utility services, minor
Gasoline Station (limited) (c/s)	Veterinary services, small (c)
General Retail Sales (convenience)	Wireless Transmission Facilities, attached (c/s)
General retail sales (general)	Wireless Transmission Facilities, stealth (c/s)
Governmental Facilities	
Hotel (c/s)	

NB Neighborhood Business

Site Development Standards

Lot		Massing	
Minimum Lot Area	7,500 sq ft	Maximum Height	35 ft
Minimum Lot Width	60 ft ¹	Minimum Setbacks:	
Maximum principle structure Lot Coverage	40%	Front Setback	20 ft
Maximum principle and accessory structure lot coverage	50%	Streetside Setback	15 ft
		Exterior side Setback	20 ft ⁴
		Rear Setback	20 ft ⁴
Landscape Requirement	20% ²	Streetscape Yard	15 ft ⁵
Maximum dwelling unit size	1,000 sq ft ³		
Maximum dwelling units	10/acre		

¹ Corner lots add 10 ft

² 2 Trees per 600 s.f. of landscaped area.
4 shrubs per 600 s.f. of landscaped area.

³ For every ten percent of total exterior facade area that is masonry, 100 square feet of residential dwelling unit size can be reduced up to 500 square feet by entering in a development agreement authorized to be executed by the city manager. Total exterior facade area does not include the area of windows and doors. Masonry is considered stone, brick, or cement stucco, and excludes cementitious planking.

Properties located within the historic district as defined in section 14.02.031 may have minimum dwelling unit sizes 500 square feet less than indicated in the tables found in subsections (a) and (b) above. Neighborhood business (NB) district properties shall have a minimum of 70 percent front facade masonry and 50 percent overall facade masonry.

⁴ Setbacks to non-residential can be 10 ft

⁵ 1 medium or large tree (type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent. If overhead utilities are present, then 1 small tree (type C) must be planted for every 20 linear feet of street frontage.



4/24/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 310 W. Murray Rezoning from SF-1 to NB
Case Number: 2024-P-1636-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

Applicant: Carilu Texas Realty LLC
Owner: Carilu Texas Realty LLC

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
(T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

290 East Not West LLC
421D Congress Ave.
Austin, TX 78701

Mario Juarez
3401 Bratton Ridge Xing
Austin, TX 78728

Edward Garcia
804 N Bastrop St.
Manor, TX 78653

Luna Benita Gonzalez
802 N Bastrop St.
Manor, TX 78653

Mr. Jims Grocery Inc.
PO Box 827
Manor, TX 78653

Brenda S. Perez
600 Samaripa St.
Manor, TX 78653

Walter L. Robinson
3608 Eagles Nest St.
Round Rock, TX 78665

Thomas M. Turman
21609 Union Lee Church Rd.
Manor, TX 78653

Manor Independent School District
PO Box 359
Manor, TX 78653

River City Partners Ltd.
501 E Koenig Ln.
Austin, TX 78751

Wenkai Chen
1132 NORTHWESTERN AVE UNIT A
AUSTIN, TX 78702



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.

Applicant: Rocio Velazquez
Owner: Rocio Velazquez

BACKGROUND/SUMMARY:

This property is along FM 1100 near the intersection with Kimbro West Road, about 1.3 miles north of the intersection of FM 1100 and US 290. The applicant is requesting C-2 Medium Commercial zoning as they intend to construct an event center.

The Comprehensive Plan Future Land Use Map has this area designated as the Employment Center. Employment Center uses are meant to have access to major roadways and support a mix of retail, office, industrial, and other nonresidential development types. This 3.75-acre tract being C-2 Medium Commercial would be consistent with the intent of the Employment Center designation by providing compatible retail and nonresidential uses for other office and industrial uses that will be a part of the larger Employment Center district.

P&Z voted 3-3 to recommend C-1 Light Commercial zoning. The motion failed and no new motion was put forward. The Commission discussed that C-2 Medium Commercial was too intense a category for the area as it's currently developed, which is single-family and agricultural. Additionally, the applicant is seeking to construct an event center, and C-1 requires a Specific Use Permit to construct an event center and the Commission wanted the additional oversight of the property's development as an event center so they can better understand how it would affect the adjacent residential and traffic on FM 1100. The vote was split because some members of the Commission did not support commercial zoning at all.

A supermajority of the City Council will be needed to approve this zoning request.

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- C-2 Land Uses
- Future Land Use Map
- Employment Center Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None

X – tie vote

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO MEDIUM COMMERCIAL (C-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family Suburban (SF-1) to zoning district Medium commercial (C-2). The Property is accordingly hereby rezoned to Medium Commercial (C-2).

Section 4. Open Meetings. That 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, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of May 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:
14122 FM 1100, Manor, TX 78653

Property Legal Description:

EXHIBIT A

Being a 3.478 acre (151,497 square feet) tract of land out of the Lemuel Kimbro Survey, A-64, in Travis County, Texas, being the remaining portion of a called 5.75 acre tract conveyed from Arthur A. Christensen and wife, Margaret Christensen to Carl G. Chambers and Artis Chambers, filed July 19, 1967 and recorded in Volume 3315, Page 1822 of the Deed Records of Travis County, Texas, being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on June 30, 2023 and is true and correct to the best of my knowledge and belief. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 3.478 acre tract being more fully described as follows:

BEGINNING at a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set in the West line of Farm-to-Market 1100 at the Southeast corner of the said 5.75 acre tract, the Northeast corner of a called 10.010 acre tract conveyed from Lucrecio Lopez and Erika Lopez to Marvin Chacon and Arletys Chacon, filed November 19, 2019 and recorded in Document No. 2019182590 of the Official Public Records of Travis County, Texas, and marking the Southeast corner of the herein described tract from which a 1/2 inch iron rod found bears South 27°17'02" West, a distance of 275.77 feet;

THENCE, North 64°09'59" West, generally along a barbed wire fence with the South line of said 5.75 acre tract and the North line of said 10.010 acre tract, a distance of 741.78 feet, to a 4 inch metal fence corner post found for the Southwest corner of the said 5.75 acre tract, an exterior corner of a called 33.939 acre tract conveyed from Gayle S. Anderson to David Oman, filed August 22, 2014 and recorded in Document No. 2014125837 of the Official Public Records of Travis County, Texas, and marking the Southwest corner of the herein described tract;

THENCE, generally along a barbed wire fence with the common line of said 5.75 acres and said 33.939 acres, as follows:

1. North 27°31'27" East, a distance of 331.94 feet (called 332.43 feet), to a 4 inch metal fence corner post found for the Northwest corner of said 5.75 acre tract, an interior corner of said 33.939 acre tract, and marking the Northwest corner of the herein described tract;
2. South 62°38'09" East, a distance of 198.00 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of a called 2.000 acre tract conveyed from Cornerstone Capital Group, Inc. to Janet Holeman, filed February 23, 1999 and recorded in Volume 13375, Page 570 of the Real Property Records of Travis County, Texas, and marking the most northerly Northeast corner of the herein described tract;

THENCE, South 27°26'08" West, over and across said 5.75 acre tract with the West line of said 2.000 acre tract, a distance of 167.85 feet (called 167.79 feet), to a 1/2 inch iron rod found for the Southwest corner of the said 2.000 acre tract, and marking an interior corner of the herein described tract;

THENCE, South 64°10'37" East, continuing over and across said 5.75 acre tract generally along a barbed wire fence with the South line of said 2.000 acre tract, a distance of 542.77 feet (called 542.71 feet), to a 1/2 inch iron rod found in the said West line of Farm-to-Market 1100 for the Southeast corner of the said 2.000 acre tract, and marking the most easterly Northeast corner of the herein described tract;

THENCE, South 27°17'02" West, with the West line of Farm-to-Market 1100 and the East line of the said 5.75 acre tract, a distance of 158.88 feet, to the PLACE OF BEGINNING, containing within these metes and bounds 3.478 acres (151,497 square feet) of land, more or less.

Good afternoon to all,

My Name is Rocio Velazquez, and I am Writing this letter to whom it may concern,

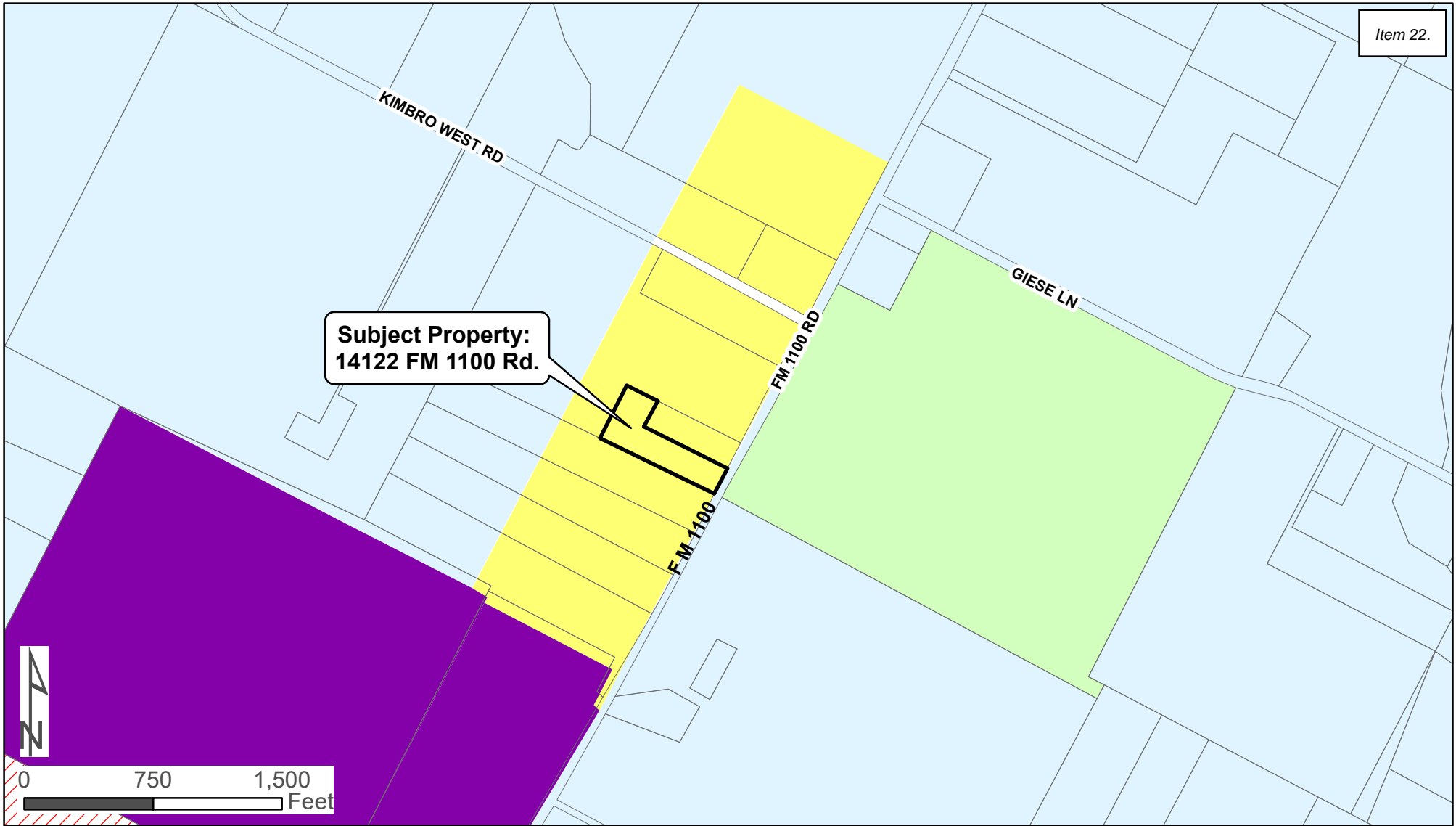
We recently bought a property located at 14122 FM 1100 in Manor Tx 78653, our intent with this property is to to change the zoning on our property. We are currently zoned as a Single Family Residential Suburban Site and would like to change it to a Commercial Use Site (C2). Our Plans with this Change of zone would be to Build A Event Center(Venue). We Look Forward to Building a Modern Event Center something our Town Would Love to have, & we would love to provide that. With Manor Growing so much over the past year's and what it looks like it will grow into in a few more an Event Center is something we truly believe will add more value to our precious Manor and it families.

Please feel free to reach out, if there's any questions

Thank You,

Rocio Velazquez

512-840-8392

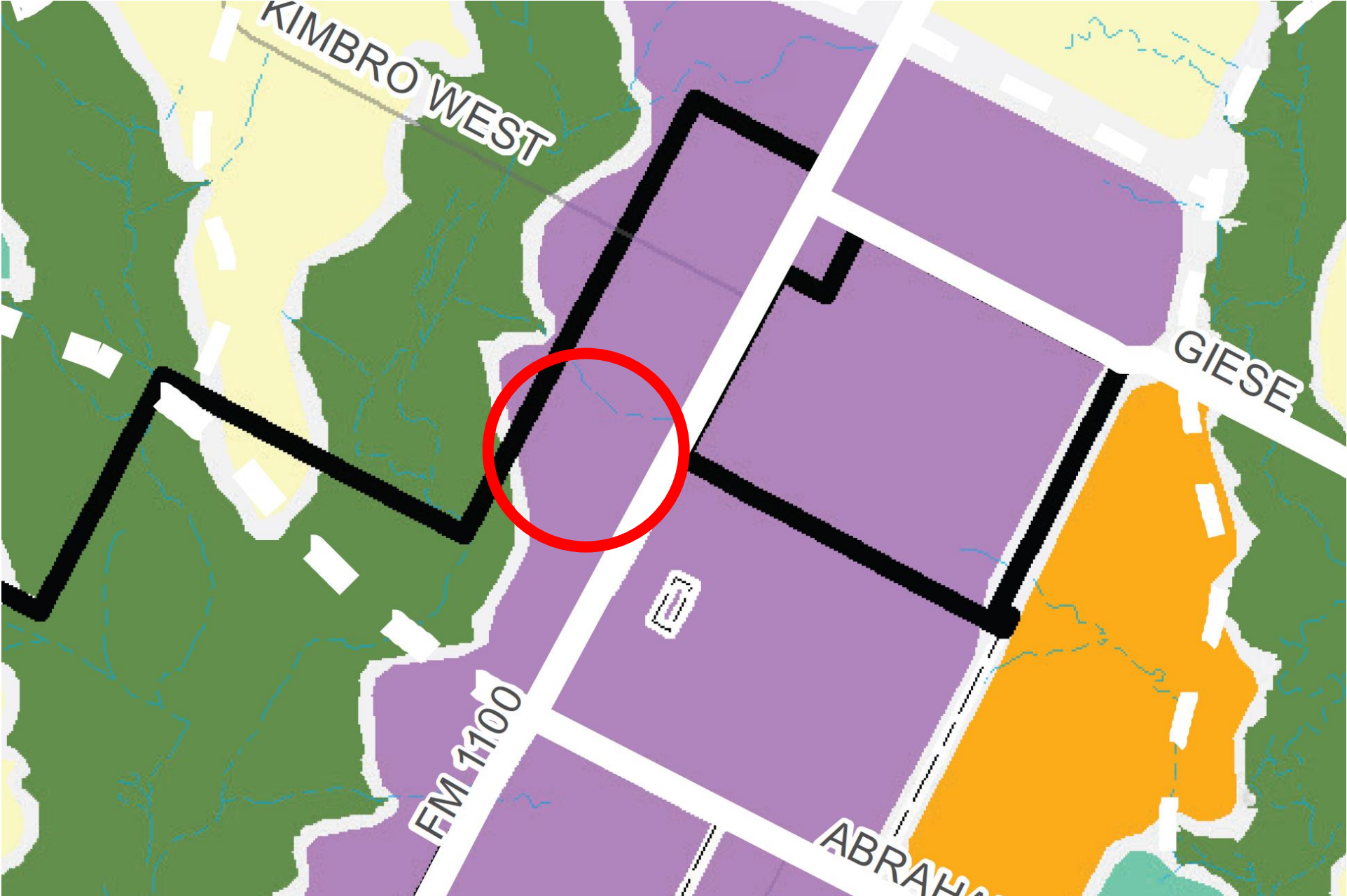


Current:
 (SF-1) Single Family Suburban

Proposed:
 (C-2) Medium Commercial

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
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	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ





EMPLOYMENT

The Employment land use category applies to business centers with easy access to major roadways, including SH 290 and FM 973. The primary uses for employment centers are large urban employment centers, corporate campuses, and mixed-use environments.

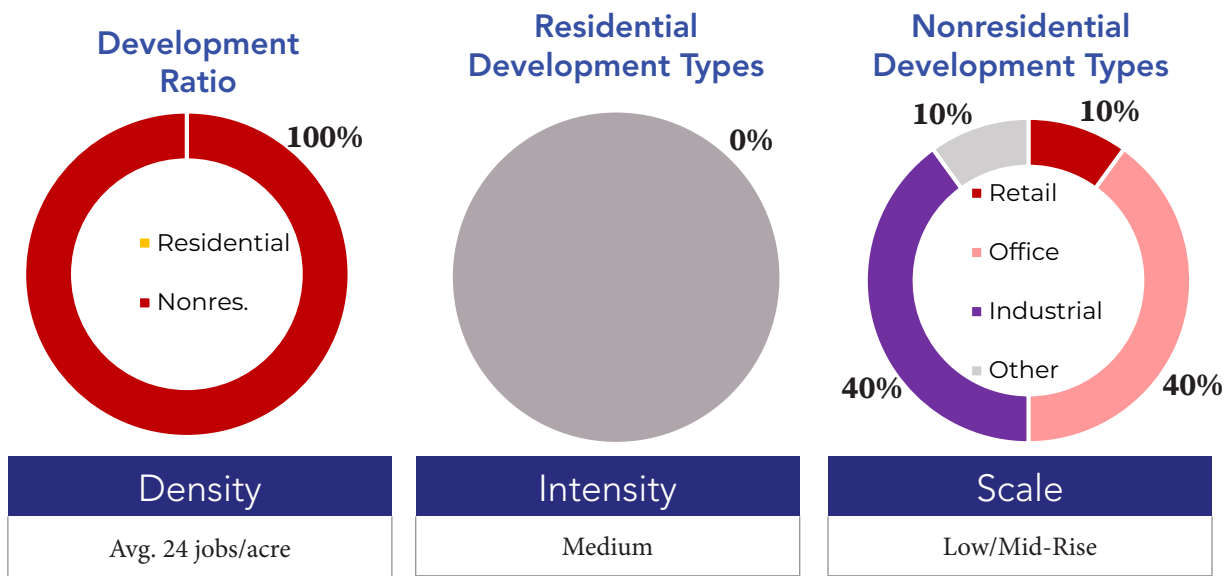
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today's office environment.

As a result, this district includes a mixture of retail, office, industrial and other nonresidential development types, rather than exclusively office or exclusively industrial. This provides important support services to employment centers, making them more sustainable and increasing the quality of life for workers.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Large employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ● ● ●	Appropriate overall, with high quality design standards.
Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

C-2

Medium Commercial

The medium commercial district is intended for moderately dense commercial development, such as large-format retailers and malls, serving local and regional needs. Medium commercial uses should be located along or the intersections of major roadways to accommodate the traffic generated.

Permitted and Conditional Uses

Non-Residential Uses

Adult day care	Food Court Establishment (c/s)	Recreational Vehicle sale, service, and rental (c)
Alcoholic Beverage Establishment (c)	Food Preparation (c)	Religious Assembly
Amusement (Indoor) (c)	Food Sales (c)	Restaurant (c)
Amusement (outdoor) (c)	Funeral Services (c)	Restaurant-Drive in or Drive-Through (c)
Antique Shop	Game Room (c/s)	School, boarding
Art Studio or Gallery	Garden Center (c)	School, business or trade
Automobile Repair (Major)(c)	Gasoline Station (Limited) (c/s)	School, College or University
Automobile Repair (Minor) (c)	Gasoline Station Full Service (c/s)	School, private or parochial
Automobile Sale/Rental (c)	General Retail Sales (Convenience)	School, public
Automobile Washing (c)	General Retail Sales (General)	Semi-Permanent food establishment (c)
Brewery, micro (c)	Governmental facilities	Smoke shop or Tobacco Store
Brewpub (c)	Hospital Services (s)	Theater
Business Support Services	Hotel (c)	Transportation Terminal (c)
Child Care Center	Kennel (c)	Truck and Trailer sales and rental (c)
Club or Lodge (c)	Laundry Service	Utility services (minor)
Commercial Off-Street Parking (c)	Laundry Service (Self)	Veterinary Services, large (c)
Communication Services or Facilities	Liquor Sales (c)	Veterinary Services, small (c)
Construction and Equipment Sales (Minor)	Medical Clinic (s)	Wireless Transmission Facilities, attached (c)
Consumer repair Services	Mini-Storage Warehouse (c)	Wireless Transmission Facilities, stealth (c)
Contractor's shop (c)	Offices, Government	Wireless Transmission Facilities, monopole (c/s)
Distillery, micro	Offices, Medical (s)	Zoo, private
Event Center (c/s)	Offices, Professional (s)	
Financial Services (c)	Offices, Showroom	
Financial Services, alternative (c)	Off-site Accessory Parking	
)	Pawnshop (c)	
Florist (c)	Personal Improvement Services	
	Personal Services	
	Pet Store (c)	
	Printing and Publishing (c)	
	Recreational Vehicle Park (c/s)	

C-2

Medium Commercial

Site Development Standards

Lot		Massing	
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	100 ft ¹	Minimum Setbacks:	
Maximum principle structure lot coverage	60% ²	Front Setback	20 ft
Maximum principle and accessory structure lot coverage ³	70%	Streetside Setback	15 ft
		Exterior Side Setback	40 ft ⁶
		Rear Setback	40 ft ⁶
Landscape Requirement	15% ³		
Streetscape yard	15 ft ⁴		
Bufferyard	25 ft ⁵		

¹ Corner lots add 10 ft

² Properties located within the historic district as defined in section 14.02.031 shall have a minimum of 60 percent front facade masonry and 50 percent overall facade masonry. Percent calculations are based on total exterior facades excluding window and door openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.

³ 2 Trees per 600 s.f. of landscaped area.
4 shrubs per 600 s.f. of landscaped area.

⁴ 1 medium or large tree (type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent. If overhead utilities are present, then 1 small tree (type C) must be planted for every 20 linear feet of street frontage.

⁵ 4 large and/or medium evergreen trees and 15 shrubs per 100 linear feet of the site development boundary plus an opaque wall. Bufferyards required to all SF-E, SF-1, SF-2, MH-1, MH-2, TF, and TH.

⁶ Setback to non-residential can be 10 ft



4/24/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 14122 FM 1100 rezoning from SF-1 to C-2
Case Number: 2024-P-1628-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.

Applicant: Rocio Velazquez
Owner: Rocio Velazquez

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
(T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

LOPEZ LUCRECIO & ERICA (1749116)
14034 FM 1100
MANOR TX 78653-4095

CHACON MARVIN & ARLETYS
(1828293)
305 MILTON CV
PFLUGERVILLE TX 78660-2919

HOLEMAN JANET (420066)
14204 FM 1100
MANOR TX 78653-3719

OMAN DAVID (1447835)
14859 BOIS D ARC LN
MANOR TX 78653-3626

BONO JOSEPH A III TRUST ETAL
(1940458)
5718 WESTHEIMER RD STE 1840
HOUSTON TX 77057-5758



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX.

Applicant: ALM Engineering, Inc.

Owner: Timmermann Commercial Investments, LP

BACKGROUND/SUMMARY:

The Manor Commons NE Commercial tract is at the northeast corner of US Hwy 290 and FM 973. The developer is seeking to divide the approximately 34-acre tract into 18 commercial lots (17 developable commercial lots and 1 drainage lot). The proposed uses include restaurants, retail, a bank, and a hotel. The plan also includes extending Marie Lane from Greenbury into the commercial subdivision to a roundabout with connections to US 290 and FM 973. The FM 973 intersection will be where the new Manor Commerce Blvd connects to FM 973 as part of the Manor Crossing development and a signal will be installed by the Manor Crossing developer. Additional turning lanes are planned on FM 973 and US 290, and there will not be a signal added to the US 290 connection, which will be a right-in, right-out, and not provide a crossing to EB US 290 traffic.

P&Z voted 6-0 to approve since it is consistent with the subdivision code and is a non-discretionary item.

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

- Plat
- Aerial Location
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

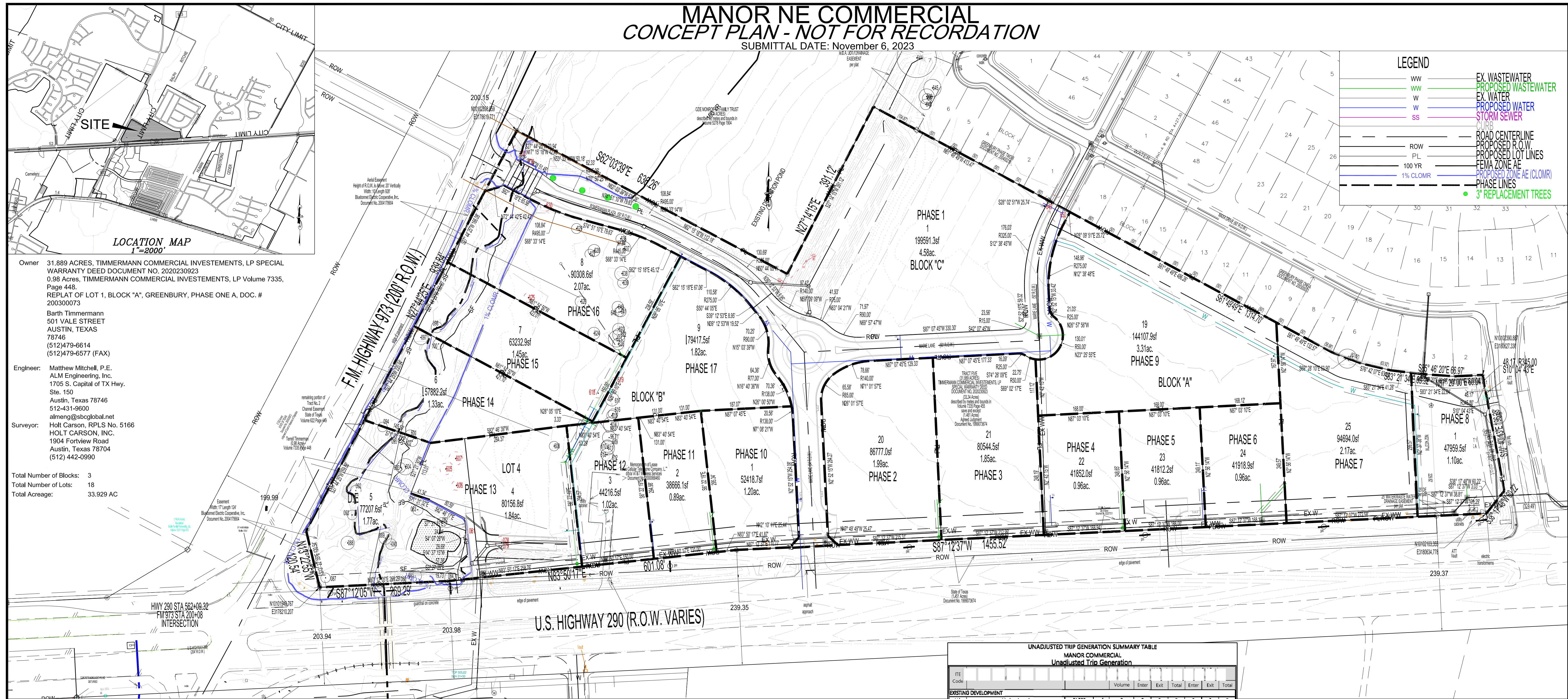
STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

MANOR NE COMMERCIAL CONCEPT PLAN - NOT FOR RECORDATION

SUBMITTAL DATE: November 6, 2023



LEGEND

- WW EX WASTEWATER
- W PROPOSED WASTEWATER
- W EX WATER
- W PROPOSED WATER
- SS STORM SEWER
- SS PROPOSED STORM SEWER
- ROW ROAD CENTERLINE
- PL PROPOSED R.O.W.
- 100 YR PROPOSED LOT LINES
- 1% CLOMR FEM ZONE AE
- 3" REPLACEMENT TREES

Owner: 31.889 ACRES, TIMMERMANN COMMERCIAL INVESTMENTS, LP SPECIAL WARRANTY DEED DOCUMENT NO. 2020230923
0.98 Acres, TIMMERMANN COMMERCIAL INVESTMENTS, LP Volume 7335, Page 448.
REPLAT OF LOT 1, BLOCK "A", GREENBURY, PHASE ONE A, DOC. # 200300073
Barth Timmermann
501 VALE STREET
AUSTIN, TEXAS 78746
(512)479-6614
(512)479-6577 (FAX)

Engineer: Matthew Mitchell, P.E.
ALM Engineering, Inc.
1705 S. Capital of TX Hwy.
Ste. 150
Austin, Texas 78746
512-431-9600
almeng@sbcglobal.net

Surveyor: Holt Carson, RPLS No. 5166
HOLT CARSON, INC.
1904 Fortview Road
Austin, Texas 78704
(512) 442-0990

Total Number of Blocks: 3
Total Number of Lots: 18
Total Acreage: 33.929 AC

A portion of this property is located in Zone "AE", as defined in the Map Revision 19-06-2660P to FIRM Panel No. 48453C0485J, Travis County, Texas, dated April 11, 2016.
A CLOMR will be submitted for modification of the floodplain contained Concept.
A LOMR will be submitted following completion of the Flood Plain Modifications.

LINEAR FEET OF NEW STREETS:
RING ROAD - 2,040 LF
Submit Date: NOVEMBER 6, 2023
ZONING: C-1
PROPOSED USE: C-1

Water and Wastewater Provider: CITY OF MANOR
105 E Eggleston St.
Manor, TX 78653
Phone: 512-272-5555

Electrical Supply: BLUEBONNET ELECTRIC COOP
3198 East Austin St.
P.O. Box 240
Giddings, TX 78942

Gas Supply: Atmos Energy
823 Congress Av. #600
Austin, TX 78701-2435
1-888-286-6700

TREE LIST

REMOVE 01 12' Hackberry	617 13.5' - 10.5' 67' Hackberry
REMOVE 02 12' Hackberry	618 13.5' - 10.5' 67' Hackberry
REMOVE 03 12' Hackberry	619 13.5' - 10.5' 67' Hackberry
REMOVE 04 12' Hackberry	620 12' Hackberry
REMOVE 05 12' Hackberry	621 12' Hackberry
REMOVE 06 12' Hackberry	622 12' Hackberry
REMOVE 07 12' Hackberry	623 12.5' Hackberry
REMOVE 08 12' Hackberry	624 12.5' Hackberry
REMOVE 09 12' Hackberry	625 12.5' Hackberry
REMOVE 10 12' Hackberry	626 11.5' Hackberry
REMOVE 11 12' Hackberry	627 10' Hackberry
REMOVE 12 12' Hackberry	628 12.5' Hackberry
REMOVE 13 12' Hackberry	629 10.5' Hackberry
REMOVE 14 12' Hackberry	630 12' Hackberry
REMOVE 15 12' Hackberry	631 12' Hackberry
REMOVE 16 12' Hackberry	632 12' Hackberry
REMOVE 17 12' Hackberry	633 12' Hackberry
REMOVE 18 12' Hackberry	634 10' Hackberry
REMOVE 19 12' Hackberry	635 11' Hackberry
REMOVE 20 12' Hackberry	636 10' Hackberry
REMOVE 21 12' Hackberry	637 12' Hackberry
REMOVE 22 12' Hackberry	638 12' Hackberry
REMOVE 23 12' Hackberry	639 11' Hackberry
REMOVE 24 12' Hackberry	640 12' Hackberry
REMOVE 25 12' Hackberry	641 11' Hackberry
REMOVE 26 12' Hackberry	642 10' Hackberry
REMOVE 27 12' Hackberry	643 12' Hackberry
REMOVE 28 12' Hackberry	644 12' Hackberry
REMOVE 29 12' Hackberry	645 10' Hackberry
REMOVE 30 12' Hackberry	646 10' Hackberry
REMOVE 31 12' Hackberry	647 10' Hackberry
REMOVE 32 12' Hackberry	648 11' Hackberry
REMOVE 33 12' Hackberry	649 14' - 10' 80' Mesquite
REMOVE 34 12' Hackberry	650 12.5' - 10.5' 67' Hackberry
REMOVE 35 12' Hackberry	651 12' Hackberry
REMOVE 36 12' Hackberry	652 12' Hackberry
REMOVE 37 12' Hackberry	653 12' Hackberry
REMOVE 38 12' Hackberry	654 10.5' Hackberry
REMOVE 39 12' Hackberry	655 10.5' Hackberry
REMOVE 40 12' Hackberry	656 10' Hackberry

ESTIMATED PHASE DATES

PHASE 1 - JUNE 2024
PHASE 2-17 - JUNE 2024-2026
PHASES 2-17 WILL BE INDIVIDUAL LOTS OR GROUPS OF LOTS DEPENDING ON THE TENANT DEMAND. TIME LINES WILL DEPEND ON USER INTEREST.

GENERAL NOTES:
1.) Water and wastewater systems servint this subdivision shall be designed and installed in accordance with the City of Manor and State Health Department plans and Specifications and specifications shall be submitted to the City of Manor, Water and Wastewater Department for review.
2.) All water and wastewater construction must be inspected by the City of Manor.
3.) No lot in this subdivision shall be occupied until connected to the City of Manor water and wastewater.
4.) Prior to construction, a site development permit must be obtained from the City of Manor.
5.) Prior to Construction on lots in this subdivision, drainage plans will be submitted to the City of Manor for review.
6.) The property owners or assigns shall maintain all drainage easements on private property.
7.) The property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by governmental authorities.
8.) All building set-back lines shall be in accordance with the City of Manor current Zoning Ordinance.
9.) This subdivision is located within the City of Manor Corporated City Limits as of this date December 2023.

TREE MITIGATION NOTE:
THE ONLY PROTECTED TREE THAT WILL BE REMOVED WITH THE SUBDIVISION CONSTRUCTION IS A 10' CEDAR ELM # 625. ALL OTHER TREES BEING REMOVED ARE HACKBERRY OR MESQUITE.
FOUR - 3" REPLACEMENT TREES WILL BE PLACED ON LOT 1, BLOCK C, ON THE NORTH SIDE OF LOMERANIAN PLAZA, EAST OF THE WILBARGER TRIBUTARY. APPROXIMATE LOCATIONS SHOWN AS GREEN CIRCLES.

MANOR NE CORNER FM 973 & HWY 290

BLOCK A	UNITS	RATE	LUE'S
RESTAURANT	85735	LUE/1660	45.4
RESTAURANT	48220	LUE/200	240.7
BANK	4150	LUE/3000	1.7
HOTEL	100		0.5
TOTAL			341.0

WASTEWATER LUES

CITY OF MANOR	341.0
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PEAK DRY

0.530 cfs

PEAK WET

0.562 cfs

WATER LUES

CITY OF MANOR	341.0
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Average day demand = 300 gpd

19485	13.53
51636	35.86
87683	60.89

FIRE FLOW BASED ON TYPE IIB & 51,235sf RETAIL

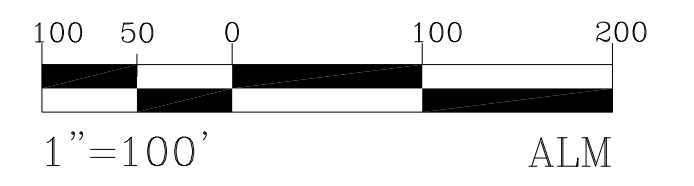
51,235 IIB	4,750 gpm
SPRINKLER REDUCTION	50%
ESTIMATED FIRE FLOW DEMAND	2375 gpm

UNADJUSTED TRIP GENERATION SUMMARY TABLE

MANOR COMMERCIAL

Unadjusted Trip Generation

ITE Code	Volume	Enter	Exit	Total	Enter	Exit	Total
EXISTING DEVELOPMENT							
NA Undeveloped	81,022	af	0	0	0	0	0
PROPOSED DEVELOPMENT PHASE 1							
LOT 4/22							
934 Fast-Food Restaurant with Drive-Through	3,200	af	1,496	73	70	143	33
LOT 4/23 & 24							
932 High-Turnover (Sit-Down) Restaurant	5,710	af	612	30	25	33	32
LOT 1/5							
822 Strip Retail Plaza	9,000	af	490	13	8	21	30
934 Fast-Food Restaurant with Drive-Through	3,575	af	1,671	81	78	159	61
LOT 1/1							
934 Fast-Food Restaurant with Drive-Through	2,175	af	1,017	49	48	97	37
PROPOSED DEVELOPMENT PHASE 2							
LOT D							
912 Drive In Bank	4,150	af	416	24	17	41	44
LOT E/20							
932 High-Turnover (Sit-Down) Restaurant	4,630	af	498	24	20	43	28
LOT F/21							
932 High-Turnover (Sit-Down) Restaurant	7,789	af	771	38	31	69	40
LOT G							
932 High-Turnover (Sit-Down) Restaurant	5,000	af	536	26	22	48	28
822 Strip Retail Plaza	16,300	af	898	23	18	39	34
LOT L							
910 Hotel	100	rooms	660	24	19	43	24
LOT M							
821 Shopping Plaza (40k-150k) - No Supermarket	31,233	af	3,459	33	34	89	130
PROPOSED DEVELOPMENT PHASE 3							
LOT A							
932 High-Turnover (Sit-Down) Restaurant	7,803	af	837	41	34	75	43
LOT B							
NA Existing Cell Phone Tower	44,431	af	0	0	0	0	0
LOT C							
934 Fast-Food Restaurant with Drive-Through	3,200	af	1,496	73	70	143	33
TOTAL PROPOSED DEVELOPMENT							
PROPOSED DEVELOPMENT PHASE 1	2,333	114	104	217	98	78	176
PROPOSED DEVELOPMENT PHASE 2	14,899	373	490	1,083	658	596	1,243
PROPOSED DEVELOPMENT PHASE 3	14,899	373	490	1,083	658	596	1,243
TOTAL PROPOSED DEVELOPMENT	28,131	860	1,074	2,383	1,314	1,274	2,663



CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT 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 ON THIS THE ____ OF _____, 20__ A.D.

APPROVED: _____ ATTEST: _____

FELIX PIAZ, CHAIRPERSON LUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE ____ OF _____, 20__ A.D.

APPROVED: _____ ATTEST: _____

HONORABLE DR. CHRISTOPHER HARVEY, MAYOR LUVIA ALMARAZ, CITY SECRETARY

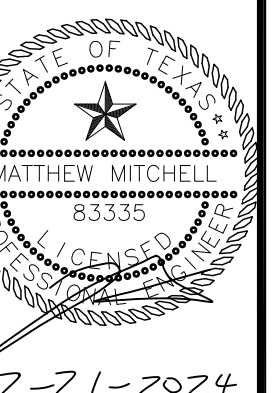
DATE	REVISION	#
2/21/2024		

SCALE: 1" = 100'

DRAWN BY: MM
CHECKED BY: MM

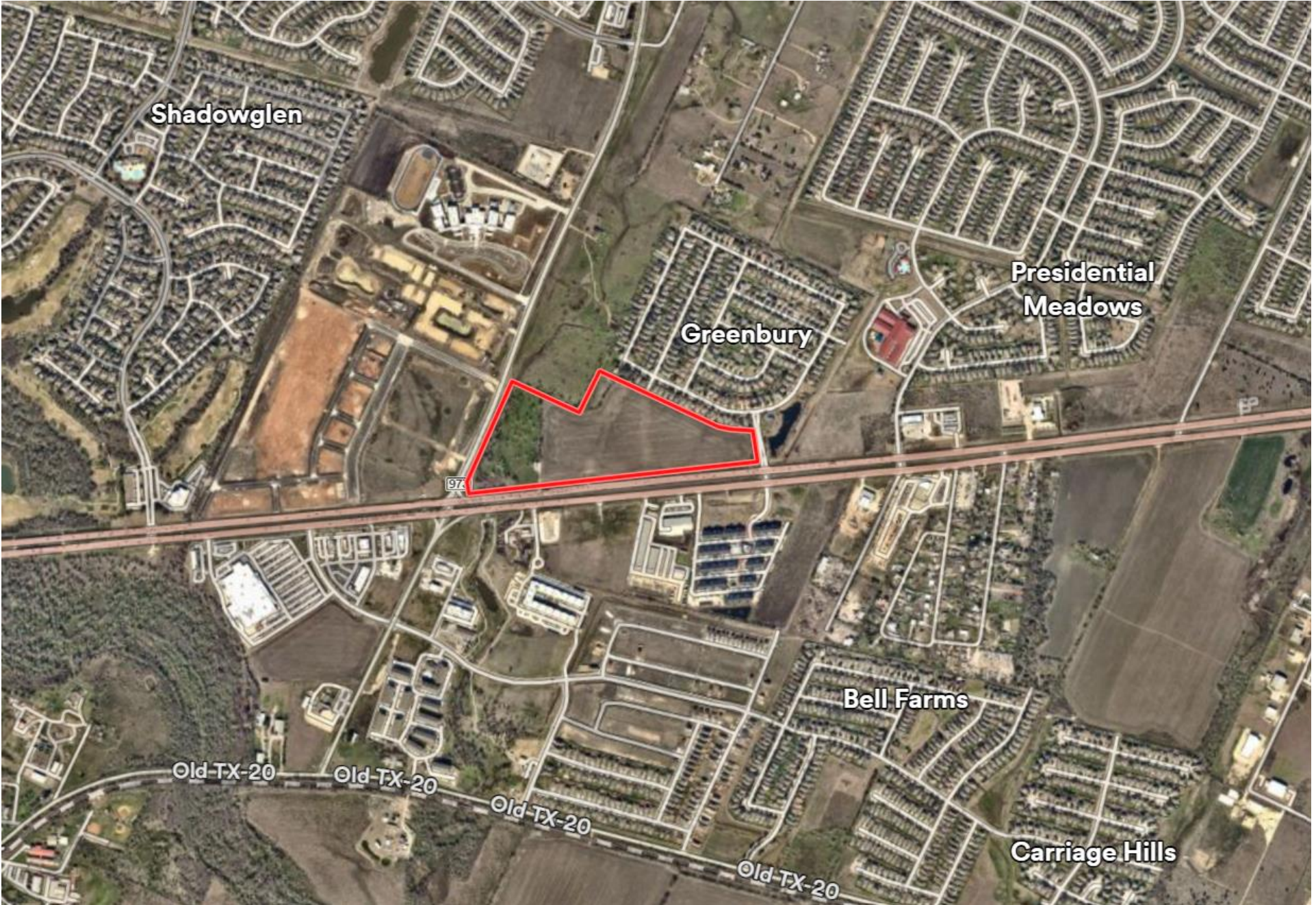
DATE: 2/21/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
F-3565
CONSULTING ENGINEERS
PO BOX 536
Dripping Springs, TX 78620
(512)431-9600 * mail@almengr.com



CONCEPT PLAN
MANOR NE COMMERCIAL
FM 973
MANOR, TX

MANOR NE COMMERCIAL
CONCEPT PLAN
NOT FOR RECORDATION
MANOR,
TRAVIS COUNTY,
TEXAS
ALM ENGINEERING, INC. F-3565





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Monday, December 11, 2023

Matt Mitchell
ALM Engineering, Inc.
PO Box 536
Dripping Springs 78620
matt@almengr.com

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan, , TX.

Dear Matt Mitchell,

The first submittal of the Manor Commons NE Commercial Concept Plan (*Concept Plan*) submitted by ALM Engineering, Inc. and received on February 29, 2024, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (737) 247-7557 or by email at pgray@gbateam.com.

1. A TIA will be required for the project. A meeting should be set up with the City of Manor and TxDOT to discuss the scope of the TIA.
2. The TIA will need to be submitted separately from the Concept Plan.
3. City of Manor signature blocks are required to be included with the Concept Plan.
4. The proposed major categories of land use by acreage should be provided on the Concept Plan.
5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan.
6. The water and wastewater utility sheets should be removed from the concept plan. These are not required for a Concept Plan and should be submitted with the preliminary plan.
7. The storm sewer, pond cross sections, drainage maps and HEC-HMS calculation sheets should be removed from the Concept Plan as they are not required to be provided. These should be submitted with the preliminary plan.
8. The tree mitigation note lists a fee in lieu for trees. This will need to be approved by City Council.

12/11/2023 11:07:18 AM
Manor Commons NE Commercial Concept Plan
2023-P-1590-CP
Page 2

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.
Lead AES
GBA



December 29, 2023

Pauline Gray, P.E.
Senior Engineer
Jay Engineering, a Division of GBA
1500 CR 269
Leander, TX 78641

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan, , TX.

1. A TIA will be required for the project. A meeting should be set up with the City of Manor and TxDOT to discuss the scope of the TIA.

RESPONSE: Alexander Flores, P.E., with BOE Consulting Services, LLC., has been working on a TIA for this property, also known as Manor Commons Phase 3, for this project since 2022. Pauline Gray, P.E. approved the scoping letter along with TxDOT on December 9, 2022.

2. The TIA will need to be submitted separately from the Concept Plan.

RESPONSE: The TIA, known as Manor Commons Phase 3, was already submitted.

3. City of Manor signature blocks are required to be included with the Concept Plan.

RESPONSE: Signature blocks added.

4. The proposed major categories of land use by acreage should be provided on the Concept Plan.

RESPONSE: The proposed zoning is C-1 and the proposed land use is C-1 as shown on the lower left corner of page 1 of the concept. Estimated land uses are included in the TIA table that has been added to the Concept Plan but these are subject to change depending on demand.

5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan.

RESPONSE: The LUE table with water and wastewater estimates is located at the bottom center of the Concept Plan

6. The water and wastewater utility sheets should be removed from the concept plan. These are not required for a Concept Plan and should be submitted with the preliminary plan.

RESPONSE: These have been removed.

7. The storm sewer, pond cross sections, drainage maps and HEC-HMS calculation sheets should be removed from the Concept Plan as they are not required to be provided. These should be submitted with the preliminary plan.

RESPONSE: These have been removed.

8. The tree mitigation note lists a fee in lieu for trees. This will need to be approved by City Council.

RESPONSE: There is only 1 protected tree being removed. We are now proposing to add four 3" trees to the north side of POMERANIAN PLAZA, on Lot 1, Block C.

If you have any questions, please contact me at (512) 431-9600.

Sincerely,



Matt Mitchell, P.E.





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Wednesday, February 21, 2024

Matt Mitchell
ALM Engineering, Inc.
PO Box 536
Dripping Springs 78620
matt@almengr.com

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan,

Dear Matt Mitchell,

The subsequent submittal of the Manor Commons NE Commercial Concept Plan submitted by ALM Engineering, Inc. and received on February 29, 2024, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- ~~1. A TIA will be required for the project. A meeting should be set up with the City of Manor and TxDOT to discuss the scope of the TIA.~~
- ~~2. The TIA will need to be submitted separately from the Concept Plan.~~
3. City of Manor signature blocks are required to be included with the Concept Plan. **Felix Piaz is the current chairperson, and Lluvia Almaraz is the current City Secretary.**
- ~~4. The proposed major categories of land use by acreage should be provided on the Concept Plan.~~
5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan. **Provide the estimated number of LUEs for wastewater.**
- ~~6. The water and wastewater utility sheets should be removed from the concept plan. These are not required for a Concept Plan and should be submitted with the preliminary plan.~~
- ~~7. The storm sewer, pond cross sections, drainage maps and HEC-HMS calculation sheets should be removed from the Concept Plan as they are not required to be provided. These should be submitted with the preliminary plan.~~
- ~~8. The tree mitigation note lists a fee in lieu for trees. This will need to be approved by City Council.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at /Manor/Parts/Blank, or by e-mail at tshows@gbateam.com.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Tyler Shows
Staff Engineer
GBA



February 29, 2024

Pauline Gray, P.E.
Senior Engineer
Jay Engineering, a Division of GBA
1500 CR 269
Leander, TX 78641

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan

3. City of Manor signature blocks are required to be included with the Concept Plan. **Felix Piaz is the current chairperson, and Lluvia Almaraz is the current City Secretary.**

RESPONSE: The chairperson and city secretary names have been updated.

5. The proposed number of residential and nonresidential lots, tracts, or parcels together with the estimated number of LUEs required for each category of lots and traffic volumes to be generated by all proposed development other than single family residential should be provided on the Concept Plan. **Provide the estimated number of LUEs for wastewater.**

RESPONSE: The at the bottom middle of the Concept Plan has been updated to show both the Water and Wastewater estimated LUE's.

If you have any questions, please contact me at (512) 431-9600.

Sincerely,



Matthew Mitchell, P.E.





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Monday, March 25, 2024

Matt Mitchell
ALM Engineering, Inc.
PO Box 536
Dripping Springs 78620
matt@almengr.com

Permit Number 2023-P-1590-CP
Job Address: Manor Commons NE Commercial Concept Plan,

Dear Matt Mitchell,

We have conducted a review of the concept plan for the above-referenced project, submitted by Matt Mitchell and received by our office on February 29, 2024, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.
Lead AES
GBA



4/24/24

City of Manor Development Services

Notification for a Subdivision Concept Plan

Project Name: Manor Commons NE Commercial Concept Plan
 Case Number: 2023-P-1590-CP
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Subdivision Concept Plan for Manor Commons NE Commercial being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX. Subdivision concept plans that meet the city's requirements are required to be approved by the Planning and Zoning Commission. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX.

Applicant: ALM Engineering, Inc.
Owner: Timmermann Commercial Investments, LP

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Subdivision Concept Plan has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

REESE MICHAEL B & ANDREIA L (320297) 12808 BASKETFLOWER CV ELGIN TX 78621-6033	PEREZ NOE (1897521) 13200 CONSTELLATION DR AUSTIN TX 78653-3863	GREENBURY VILLAGE HOA (1287450) PO BOX 7079 ROUND ROCK TX 78683-7079
GUERRERO MARIA ELENA (1933233) 46 Lake Forest Dr Morgans Point Resort TX 76513-9276	KHOSRAVI TOURAJ (1903773) 12103 Ella Lee Ln Houston TX 77077-6032	HERNANDEZ JACOBO V & MA TERESA (1647588) 17913 MAXA DR MANOR TX 78653-3875
OSUNA ROBERT J (1308642) 17917 MAXA DR MANOR TX 78653-3875	KAHLA KODY (1841325) 17921 MAXA DR MANOR TX 78653-3875	JACKSON TAMERIAL L & FLOYD A (1290208) 17925 MAXA DR MANOR TX 78653-3875
CASTRO ANTONIO JR (1718340) 18001 MAXA DR MANOR TX 78653-3679	BARRETT RYAN M (1758505) 18009 MAXA DR MANOR TX 78653-3679	PUGH ZACH (1818879) 18013 MAXA DR MANOR TX 78653-4113
DELUNA ADRIAN & RENEE (1575865) 18017 MAXA DR MANOR TX 78653-4113	CULBERSON JENELL (552436) 18021 MAXA DR MANOR TX 78653-4113	OAKMOSS LLC (1547523) 6001 W PARMER LN AUSTIN TX 78727-3901
TAN MANGNAN (1869704) 16304 BATES CV PFLUGERVILLE TX 78660-2126	WILLIAMS JEWEL I (552439) 18109 MAXA DR MANOR TX 78653-3680	LOPEZ ANDRESS & AMBER (1669586) 18113 MAXA DR MANOR TX 78653-3680
WALKER ROBERT SR (552441) 18117 MAXA DR MANOR TX 78653-3680	HOFFMAN DONNA L & KENNETH M HOFFMAN (1559812) 18201 MAXA DR MANOR TX 78653-3681	SCHROEDER SARAH LEANNE (1855710) 18205 MAXA DR MANOR TX 78653-3681
PETERSON CHOQUETTE M (1381171) 3002 ROCK ROSE PL ROUND ROCK TX 78665-3821	SALDANA EDUARDO (1722256) 18217 MAXA DR MANOR TX 78653-3681	MICHAEL DAVID A & ANNA (1514924) 228 E 116TH ST APT 24 NEW YORK NY 10029-1436
FUENTES ANGEL U (1403309) 18304 MAXA DR MANOR TX 78653-3682	APARICIO KEIDI MELISSA SANDOVAL (1827781) 18300 MAXA DR MANOR TX 78653-3682	WILLIS NICOLE M (1533710) 18220 MAXA DR MANOR TX 78653-3681
SPARKMAN RONALD L (1793781) 18216 MAXA DR MANOR TX 78653-3681	NGUYEN HOA V & OANH K (552413) 18212 MAXA DR MANOR TX 78653-3681	CHEN ZHONGYAN (1945591) 5528 Crystal Ct McKinney TX 75072-5187

YANEZ MARIO ALBERTO PERALTA &
ELENA S TOVAR (1584650)
18204 MAXA DR
MANOR TX 78653-3681

TUCKER ANDREW JAMES & KRISTA N
(1850290)
18200 MAXA DR
MANOR TX 78653-3681

REYES ROLANDO HERNANDEZ &
(1624152)
18116 MAXA DR
MANOR TX 78653-3680

JONES ROSALAND D (552419)
18108 MAXA DR
MANOR TX 78653-3680

GALVAN ALFRED & MELISSA (552420)
18104 MAXA DR
MANOR TX 78653-3680

JARAMILLO FRANCISCO E (552421)
18100 MAXA DR
MANOR TX 78653-3680

CHMIELEWSKI ALAN R & CYNTHIA
(552344)
13200 MIZZEN ST
MANOR TX 78653-3670

PENNICK DARIAN E & SHAWN S GRA
(552343)
13204 MIZZEN ST
MANOR TX 78653-3670

MADISON LINDSEY & NATHANIEL
CLARK JR (1714271)
13201 MARIE LN
MANOR TX 78653-3859

VILLAREAL RUTH PAJARILLO
REVOCABLE TRUST (1383182)
838 PINE AVE UNIT 315
LONG BEACH CA 90813-5828

ALDRIDGE ROXANNE & WILLIAM
(1903122)
5820 Harper Park Dr Unit 37
Austin TX 78735-8586

RODRIGUEZ MARTIN (1770678)
13204 MARIE LN
MANOR TX 78653-3859

TEEL JAMES R (1307741)
13201 CONSTELLATION DR
MANOR TX 78653-3863

HOUSTON JOAN (1837110)
13208 CONSTELLATION DR
MANOR TX 78653-3863

ALDRIDGE BYRON BARRETT (1920501)
13205 Constellation Dr
Manor TX 78653-3863

LAGMANSON MARKUS (1907709)
101 Valley View Dr E
Leander TX 78641-9291

SARVER JONATHAN (1922431)
231 Baldovino Skwy
Lakeway TX 78738-6218

ORTIZ FELIX & AGELICA VASQUEZ ALBA
(1376449)
13208 MIZZEN ST
MANOR TX 78653-3670

ALVARADO FORTINO A (1617123)
18101 SKYSAIL DR
MANOR TX 78653-3671

MOORE JUSTIN & SARAH MOORE &
(1685090)
18105 SKYSAIL DR
MANOR TX 78653-3671

DEAN DELONDA M (552424)
18109 SKYSAIL DR
MANOR TX 78653-3673

JOHNSON GLINDA M (552425)
18113 SKYSAIL DR
MANOR TX 78653-3673

GUNDERSON KASEY MARIE & ADAM
CARL (1728540)
18117 SKYSAIL DR
MANOR TX 78653-3673

WRIGHT IRENE & SHERRILL (1490641)
PO BOX 2428
CEDAR PARK TX 78630-2428

LOHRSTORFER SKYE ELYSIA &
MATTHEW E. RUNNEBAUM (1905943)
18201 Skysail Dr
Manor TX 78653-3674

HATHORN MARY J (552429)
18205 SKYSAIL DR
MANOR TX 78653-3674

BELTRAN JESUS (1338817)
18209 SKYSAIL DR
MANOR TX 78653-3674

REYNA GENOVEVA (1386954)
18213 SKYSAIL DR
MANOR TX 78653-3674

TIMMERMAN COMMERCIAL
INVESTMENTS LP (1729480)
501 VALE ST
AUSTIN TX 78746-5732

MONROE OZIE SR FAMILY TRUST
(1436205)
PO BOX 254
MANOR TX 78653-0254

GCP XXXII LTD (1955354)
12750 MERIT DR STE 1175
DALLAS TX 75251-1235

BUTLER FAMILY PARTNERSHIP LTD
(214042)
PO BOX 9190
AUSTIN TX 78766-9190

13100 FM 973 INC (1922637)
10095 US Highway 290 E
Manor TX 78653-0539

AMERCO REAL ESTATE COMPANY
(1562110)
2727 N CENTRAL CV
PHOENIX AZ 85004

GRASSDALE AT MANOR LLC (1832172)
16051 ADDISON RD STE 201
ADDISON TX 75001-5372

PLATA HOLDINGS LLC (1913200)
1104 S Main St
Georgetown TX 78626-6748

SHOPS AT GRASSDALE LLC (1832235)
16051 ADDISON RD STE 201
ADDISON TX 75001-5372

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16051 ADDISON RD STE 201
ADDISON TX 75001-5372

MANOR PLAZA LLC (1727653)
1150 CR 126
GEORGETOWN TX 78626-2454

CUBE HHF LP (1596998)
5 OLD LANCASTER RD
MALVERN PA 19355-2132

PLATA HOLDINGS LLC (1913200)
1104 S Main St
Georgetown TX 78626-6748

SHFC MANOR LAND LLC (1785220)
8310 N CAP OF TX HWY STE 490
AUSTIN TX 78731

GREENVIEW DEVELOPMENT 973 L P
(1305047)
501 VALE ST
AUSTIN TX 78746-5732

GREENVIEW DEVELOPMENT 973 L P
(1305047)
501 VALE ST
AUSTIN TX 78746-5732

GREENVIEW DEVELOPMENT 973 L P
(1305047)
501 VALE ST
AUSTIN TX 78746-5732



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

Applicant: Quiddity Engineering

Owner: Ashton Grey

BACKGROUND/SUMMARY:

The revised PUD for the New Haven Subdivision was approved on April 3, 2024. With the revised PUD, the developer also revised the Concept Plan and Preliminary Plats. The Concept Plan was originally approved on June 21, 2023, and the Preliminary Plat was approved on January 10, 2024.

The revised Concept Plan is consistent with the revised PUD for the increased park acreages and reduced number of lots. The Concept Plan has 261 residential lots, 1 commercial lot, and 1 storage tank lot which is being dedicated to the city for water storage tanks. The Plan has 20.3 acres of parks and open space.

P&Z voted 6-0 to approve since it is consistent with the subdivision code and is a non-discretionary item.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Revised concept plan
- Original concept plan
- Comparison
- Aerial location
- Conformance Letter
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

DEVELOPER/LAND OWNER:
GREGG LANE DEV., LLC
101 PARKLANE BLVD., STE. 102
SUGAR LAND, TX 77478

ENGINEER/SURVEYOR/PLANNER:



3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

ZONING: SFR

FUTURE LAND USE: NEIGHBORHOOD RESIDENTIAL/RURAL

SUBMITTAL DATE: DECEMBER 14, 2021

REVISED DATE: APRIL 2023

REVISED DATE: APRIL 2024

PARKLAND NOTE: PARKLAND REQUIREMENTS WILL BE SATISFIED WITH FEE-IN-LIEU

NEWHAVEN CONCEPT PLAN

CITY OF MANOR, TX APRIL 2024

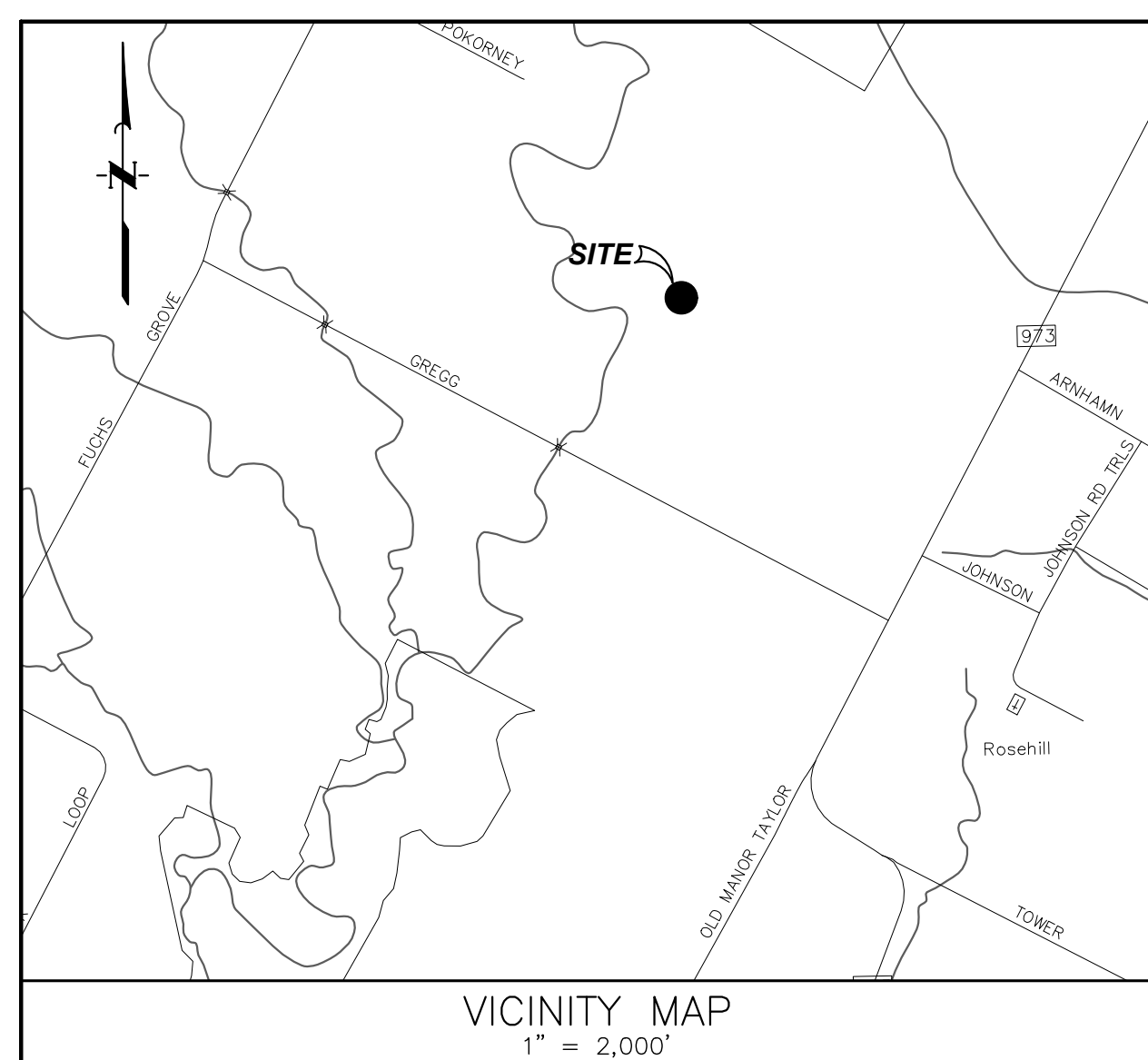
INDEX OF DRAWINGS

SHEET #	TITLE
1.	COVER SHEET & INDEX
2.	CONCEPT PLAN

CONSTRUCTION OF NEW HAVEN TRACT WILL BE COMPLETED IN FOUR PHASES AND IS PROPOSED TO BEGIN IN Q3 OF 2023.
PHASE 1: Q2 OF 2024
PHASE 2: Q3 OF 2025
PHASE 3: Q3 OF 2026
PHASE 4: Q3 OF 2027

THE NEW HAVEN DEVELOPMENT IS ESTIMATED TO GENERATE 6,564 NEW DAILY TRIPS WITH 325 OF THOSE NEW TRIPS OCCURRING DURING THE AM PEAK HOUR, AND 400 NEW TRIPS OCCURRING IN THE PM PEAK HOUR.

NEWHAVEN		
LOT	ACRE	LUE'S
SINGLE FAMILY RESIDENTIAL (262 LOTS)	43.00	262.00
NATURE PRESERVE	12.57	
OPEN SPACE	10.17	
COMMERCIAL	2.63	50.00
UTILITY	2.36	
TRAILS	2.81	
STREET ROW	16.80	
TOTAL	90.34	312



CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT 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 ON THIS THE _____ OF _____, 20____ A.D.

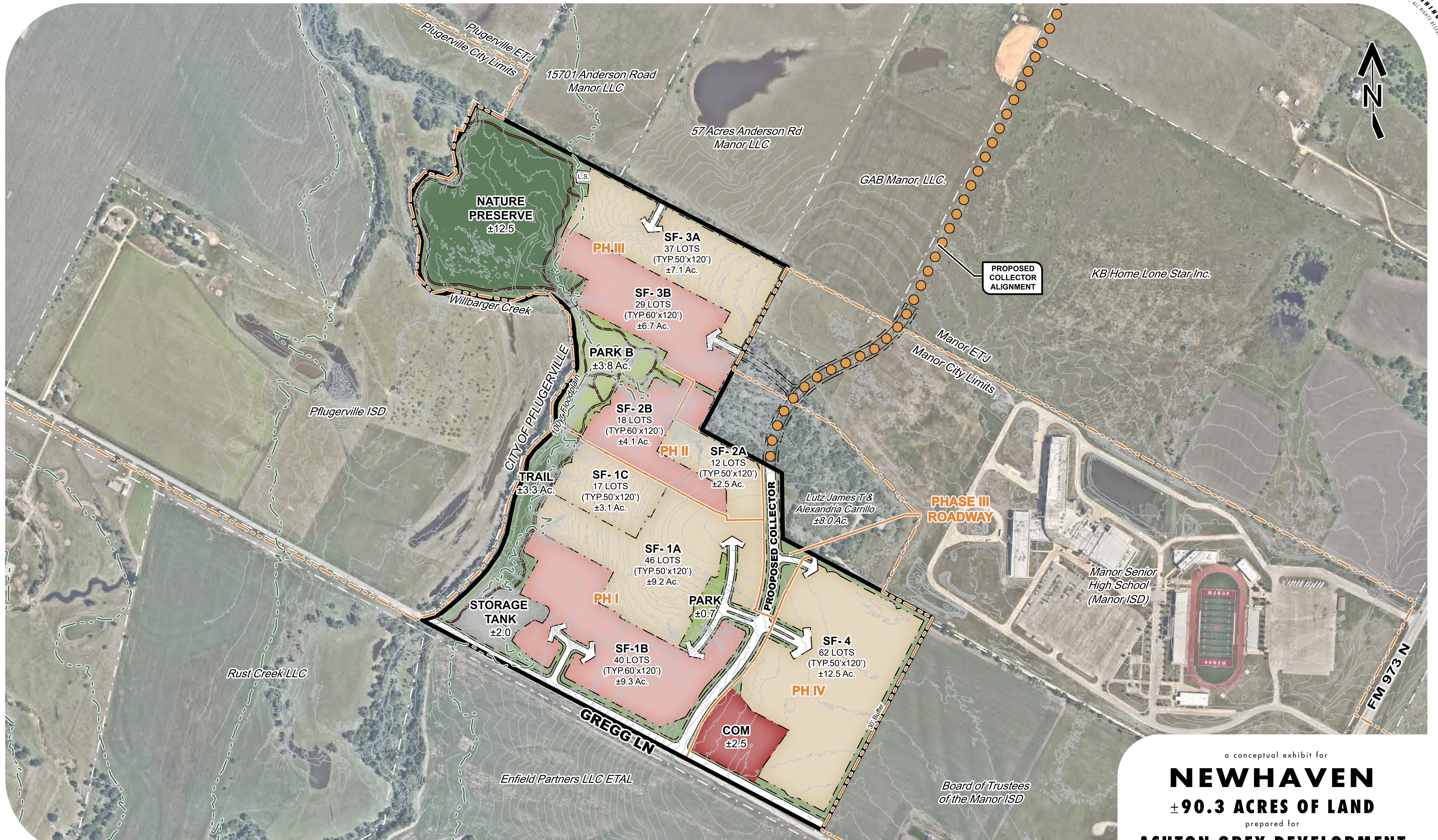
APPROVED: _____ ATTEST: _____
FELIX PAIZ, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE _____ OF _____, 20____ A.D.

BY: _____ ATTEST: _____
DR. CHRISTOPHER HARVEY LLUVIA T. ALMARAZ,
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

K:\16759\16759-0007-02 Newhaven Subdivision\2 Design Phase\CAD\Concept Plan\New Haven Concept Plan.dwg





a conceptual exhibit for
NEWHAVEN
 ± 90.3 ACRES OF LAND
 prepared for
ASHTON GREY DEVELOPMENT

META
 PLANNING + DESIGN
 24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 SCALE 0 100 200 400
 MTA-78007
 APRIL 08, 2024

PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50'x120'	63 LOTS	12 LOTS	37 LOTS	62 LOTS	174 LOTS
60'x120'	40 LOTS	18 LOTS	29 LOTS	62 LOTS	87 LOTS
SUB TOTAL	103 LOTS	30 LOTS	66 LOTS	62 LOTS	261 LOTS

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

DEVELOPER/LAND OWNER:
GREGG LANE DEV., LLC
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SUGAR LAND, TX 77478

ENGINEER/SURVEYOR/PLANNER:



3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

ZONING: SFR

FUTURE LAND USE: NEIGHBORHOOD RESIDENTIAL/RURAL

SUBMITTAL DATE: DECEMBER 14, 2021

REVISED DATE: APRIL 2023

PARKLAND NOTE: PARKLAND REQUIREMENTS WILL BE SATISFIED WITH FEE-IN-LIEU

NEWHAVEN CONCEPT PLAN

CITY OF MANOR, TX NOVEMBER 2022

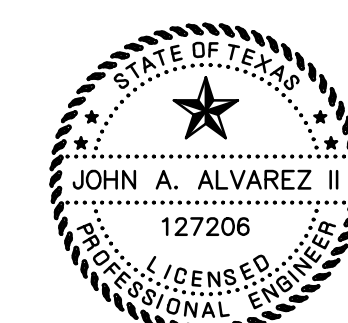
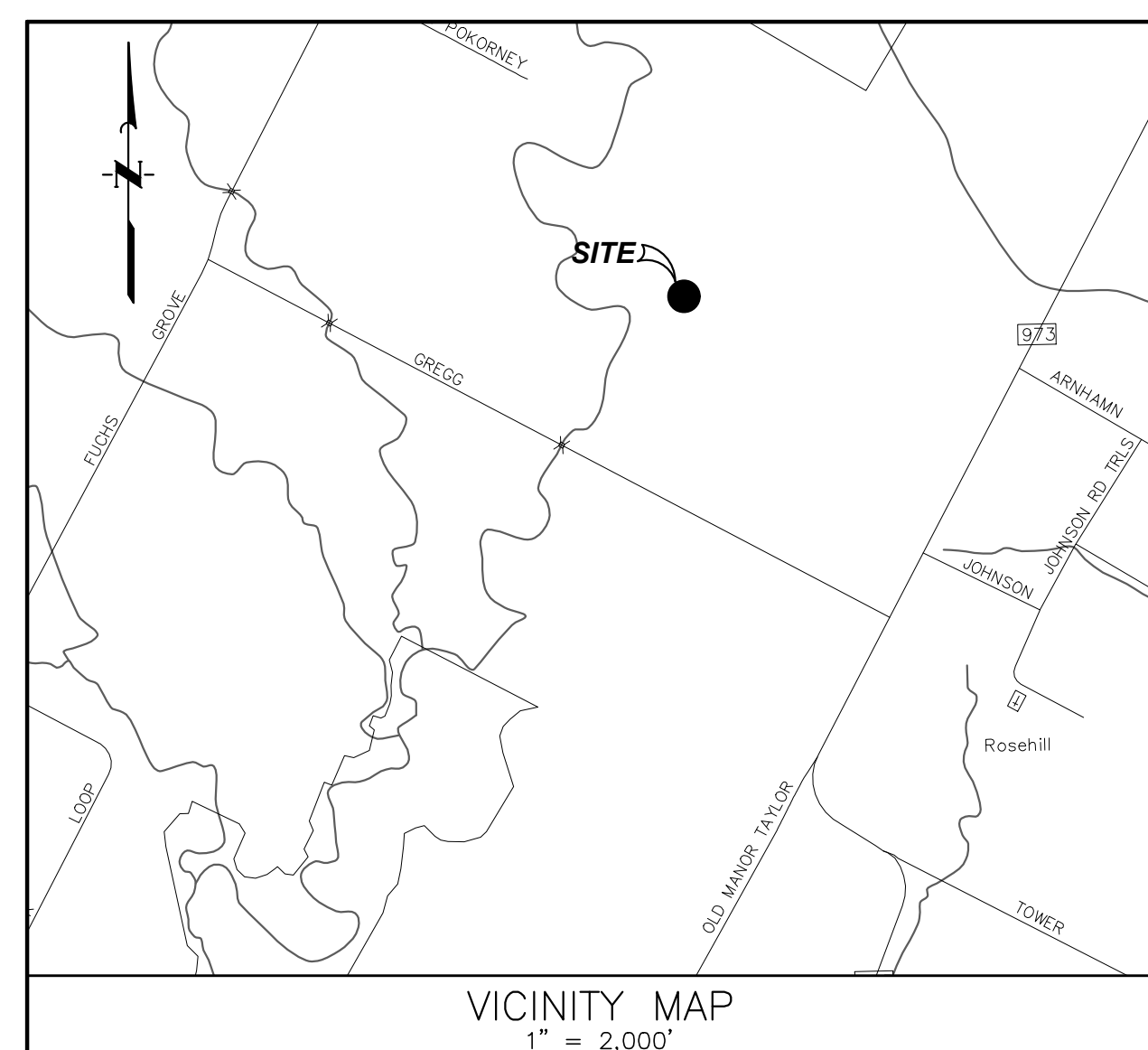
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NEWHAVEN		
LOT	ACRE	LUE'S
SINGLE FAMILY RESIDENTIAL (271 LOTS)	59.40	271.00
NATURE PRESERVE	12.50	
OPEN SPACE	7.10	
COMMERCIAL	2.50	50.00
UTILITY	2.00	
TRAILS	2.00	
COLLECTOR	4.80	
TOTAL	90.30	321



4/28/2023
[Signature]

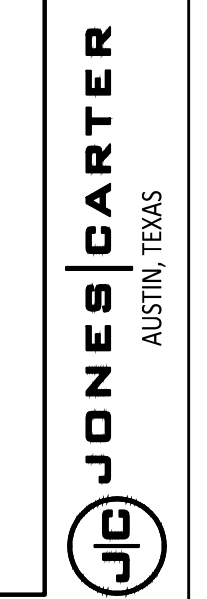
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APPROVED: _____ ATTEST:
JULIE LEONARD, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE _____ OF _____ 20__ A.D.

BY: _____ ATTEST:
DR. CHRISTOPHER HARVEY LLUVIA T. ALMARAZ,
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY



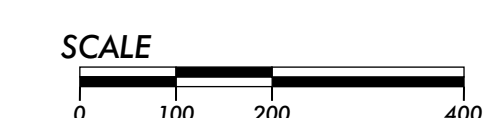
K:\167599\167599-0007-02 Newhaven Subdivision\2 Design Phase\CAD\Concept Plan\New Haven Concept Plan.dwg



a concept plan for
NEWHAVEN
 ± 90.3 ACRES OF LAND
 prepared for
ASHTON GREY DEVELOPMENT



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422

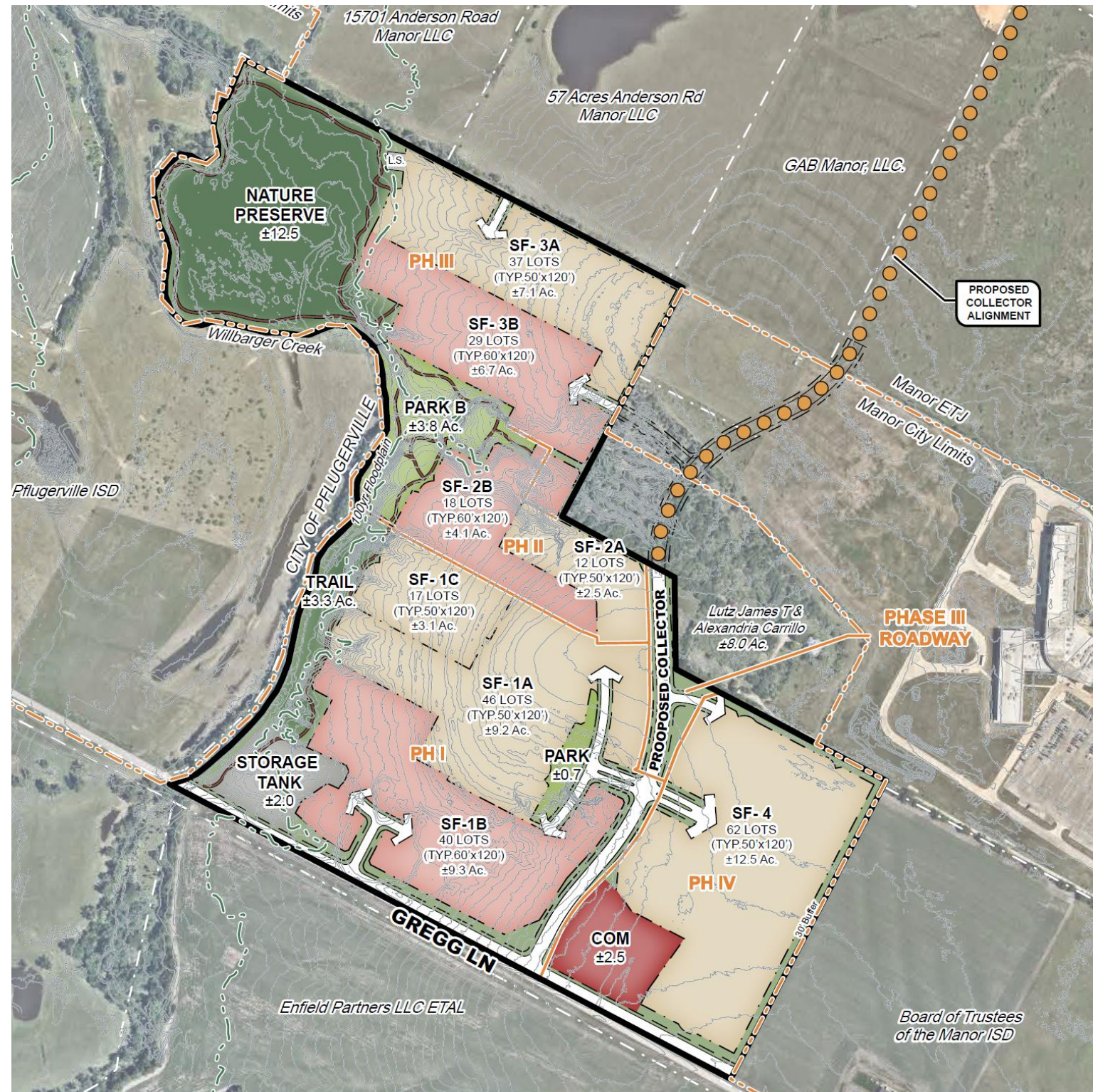


MTA-78007
 APRIL 25, 2023

PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50' x 120'	45 LOTS	43 LOTS	39 LOTS	63 LOTS	190 LOTS
60' x 120'	40 LOTS	12 LOTS	29 LOTS		81 LOTS
SUB TOTAL	85 LOTS	55 LOTS	68 LOTS	63 LOTS	271 LOTS

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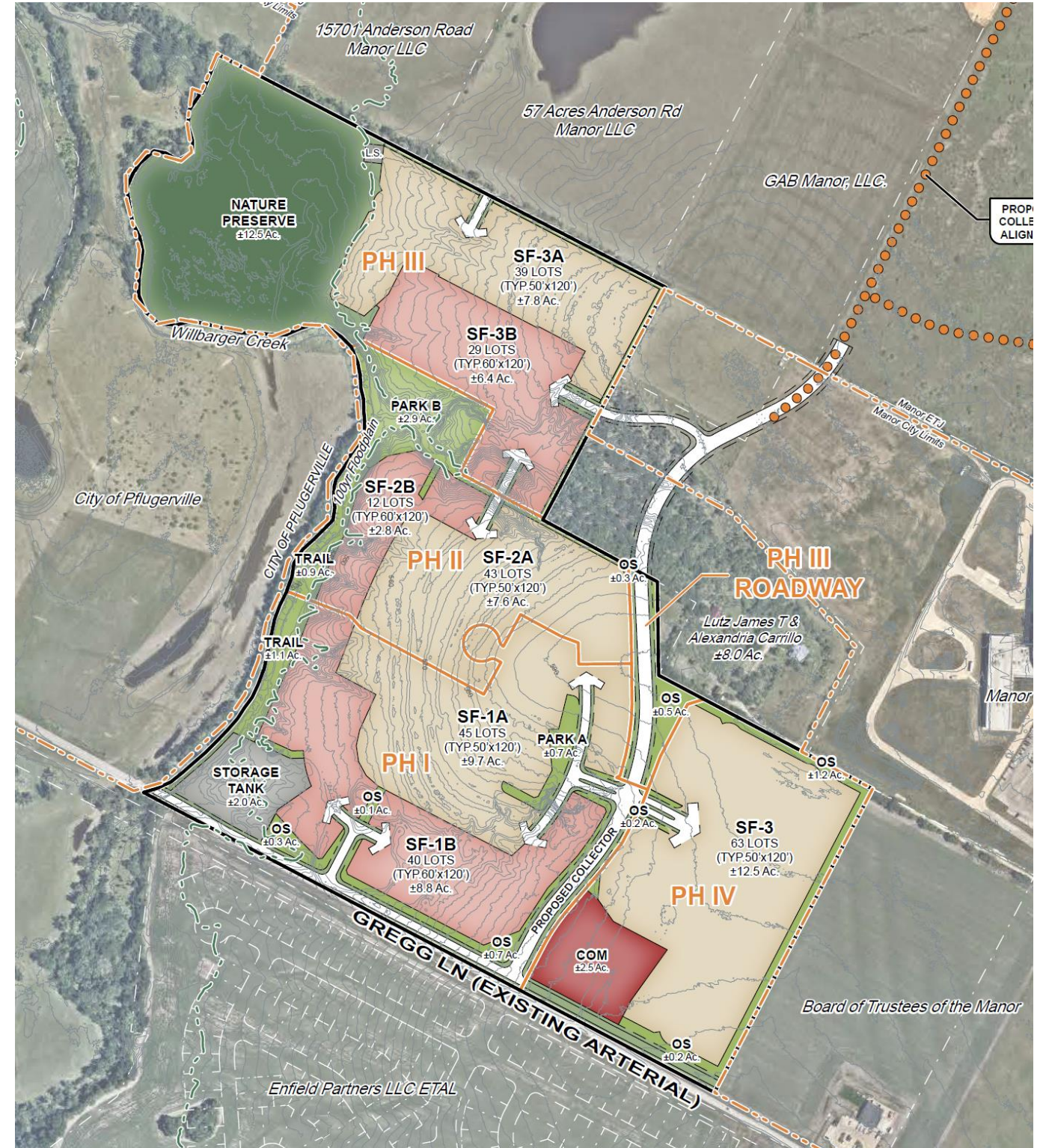
REVISED CONCEPT PLAN



PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50'x120'	63 LOTS	12 LOTS	37 LOTS	62 LOTS	174 LOTS
60'x120'	40 LOTS	18 LOTS	29 LOTS	62 LOTS	87 LOTS
SUB TOTAL	103 LOTS	30 LOTS	66 LOTS	62 LOTS	261 LOTS

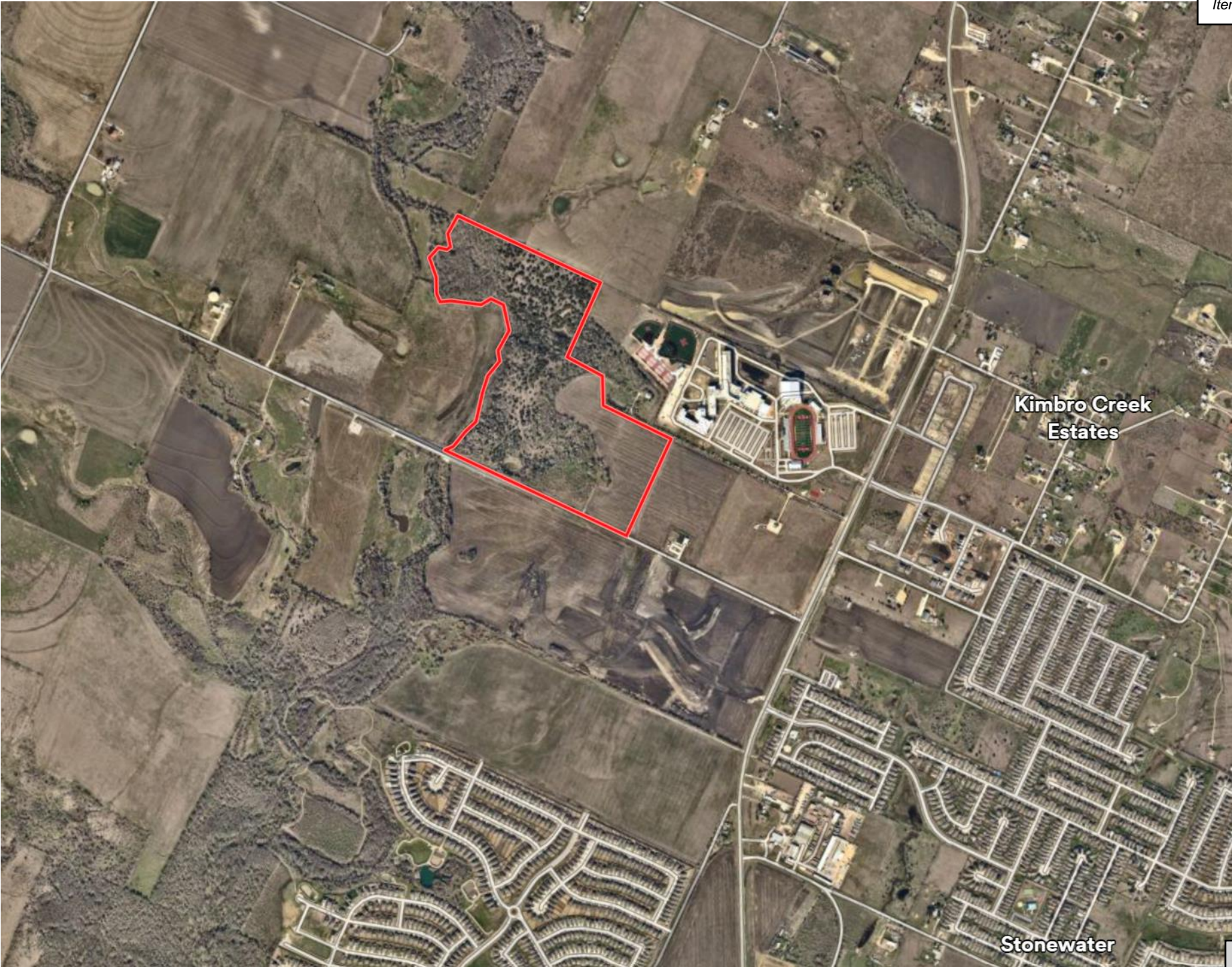
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ORIGINAL / APPROVED CONCEPT PLAN



PRODUCT	PH I	PH II	PH III	PH IV	TOTALS
50'x120'	45 LOTS	43 LOTS	39 LOTS	63 LOTS	190 LOTS
60'x120'	40 LOTS	12 LOTS	29 LOTS	63 LOTS	81 LOTS
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1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Wednesday, April 10, 2024

Brad Carabajal
Quiddity Engineering
3100 Alvin Devane Blvd
Austin 78741
bcarabajal@quiddity.com

Permit Number 2024-P-1632-CP
Job Address: 11108 Gregg Ln, Manor 78653

Dear Brad Carabajal,

We have conducted a review of the concept plan for the above-referenced project, submitted by Brad Carabajal and received by our office on April 09, 2024, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.
Lead AES
GBA



4/24/24

City of Manor Development Services

Notification for a Subdivision Concept Plan

Project Name: New Haven Concept Plan Update
 Case Number: 2024-P-1632-CP
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Revised Subdivision Concept Plan for New Haven and being located near the intersection of Gregg Lane and FM 973, Manor, TX. Subdivision Concept Plans that meet the city's requirements are required to be approved by the Planning and Zoning Commission. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

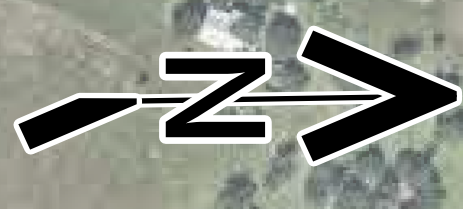
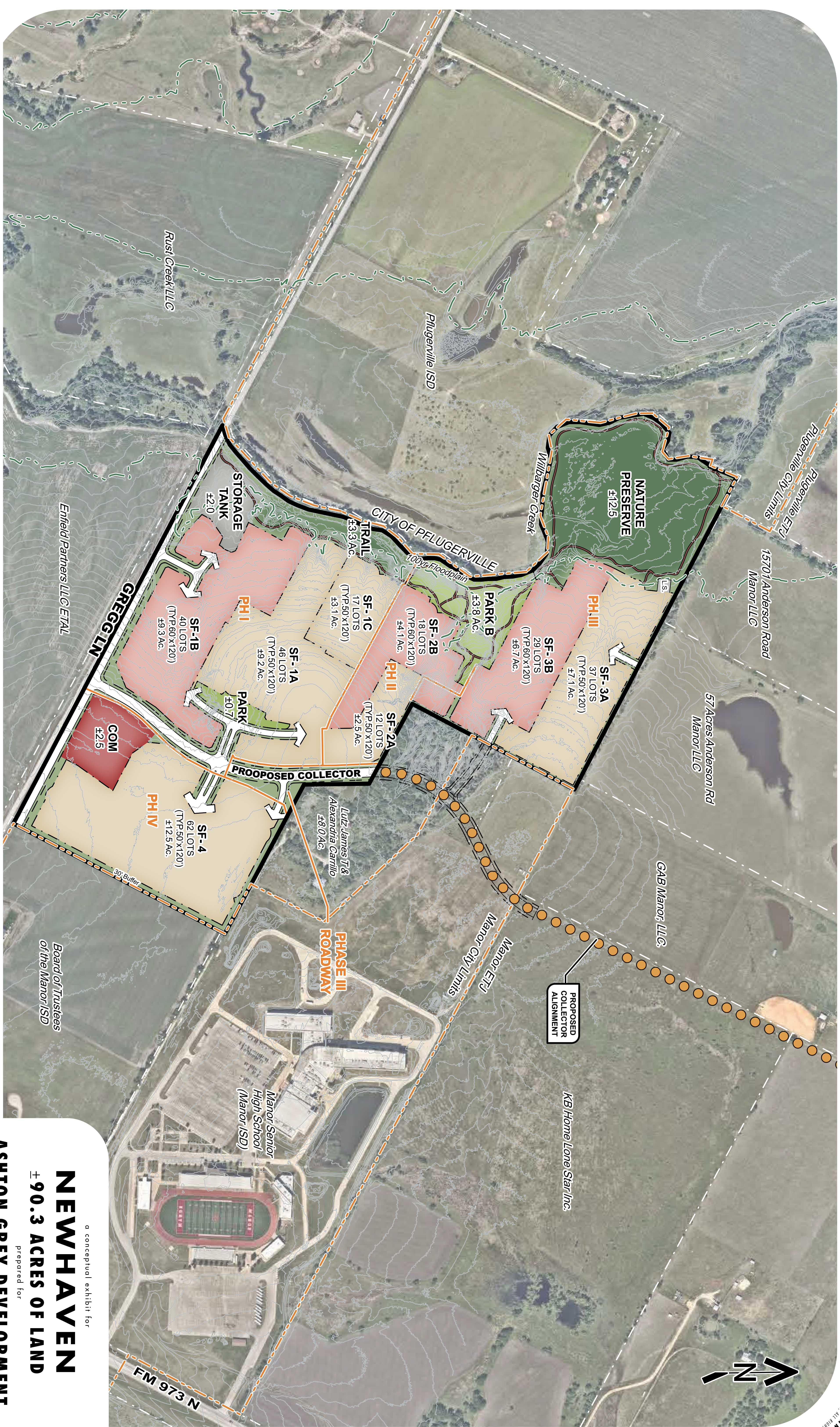
Applicant: Quiddity Engineering
Owner: Ashton Grey

The Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

You are being notified because you own property within 300 feet of the property for which this Subdivision Concept Plan has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

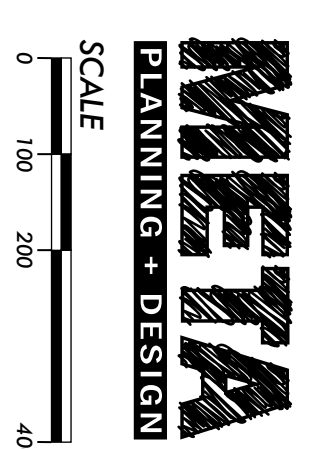
*105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG*



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a conceptual exhibit for
NEWHAVEN
 ± 90.3 ACRES OF LAND
 prepared for
ASHTON GREY DEVELOPMENT



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 META-78007
 APRIL 08, 2024

0 100 200 400
 SCALE

RUST CREEK LLC
9606 OLD MANOR RD #1
AUSTIN, TEXAS 78724-1114

15701 ANDERSON ROAD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

PFLUGERVILLE ISD
PO BOX 589
PFLUGERVILLE, TEXAS 78691-0589

AQUA WATER SUPPLY CORP
PO BOX P
BASTROP, TEXAS 78602-1989

FORTUNE LAND INVESTMENTS LLC
223 DAKOTA DR
CEDAR PARK, TEXAS 78613-7826

LUTZ JAMES T & ALEXANDRA CARRILLO
14812 N F M RD 973
MANOR, TEXAS 78653

BOARD OF TRUSTEES OF THE MANOR
533 HIWASEE ROAD
WAXAHACHIE, TEXAS 75165-6448

57 ACRES ANDERSON RD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

MONARCH RANCH AT MANOR LLC
310 ENTERPRISE DR
OXFORD, MISSISSIPPI 38655-2762

GAB MANOR LLC
4517 THREE ARROWS CT
CEDAR PARK, TEXAS 78613-4838

MANOR INDEPENDENT SCHOOL
DISTRICT
PO BOX 359
MANOR, TEXAS 78653-0359



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

*Applicant: Professional StruCIVIL Engineers Inc
 Owner: Najib Wehbe*

BACKGROUND/SUMMARY:

This property is concurrently being annexed and zoned C-2 Medium Commercial. C-2 Medium Commercial zoning requires a Specific Use Permit to be approved for gas station uses.

They are proposing a 14,020 sf convenience store and market, 6 MPDs (12 fueling locations), and 3 diesel MPDs.

The closest existing gas stations are 8,536 feet to the west and 2,526’ to the east. The gas station 8,536’ away is on the westbound side of US 290 (the same side as this proposed gas station) and the one 2,526’ away is on the eastbound side of US 290 (the opposite side of the road as the proposed gas station).

As proposed, the conceptual layout meets the city’s requirements for gas stations on US 290:

Gas Station, Limited	<ul style="list-style-type: none"> • See article 4.02, Alcoholic Beverages.
	<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 (20 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>Acceptable Pump Arrangement</p> <pre> X X X X </pre> <p>Unacceptable Pump Arrangement</p> <pre> X X X X </pre>
	<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.

Staff recommends a discussion on the site’s layout. Our architectural standards state that canopies should be oriented away from intersections. An example gas station layout has been provided in the backup that shows the gas pumps to the side of the building and the diesel pumps in the rear of the building. This allows the front of the building and any retailers who are located in that space to have open access and views to US 290.

It should also suggest discussing limiting or prohibiting the ability for large commercial vehicles/tractor-trailers to park overnight on the property.

When considering a Specific Use Permit, the following are the listed criteria for approval:

Section 14.03.005: In recommending that a specific use permit for the premises under consideration be granted, the planning and zoning commission shall determine that such proposed use(s) are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking,

protective screening and open space, area or security lighting, heights of structures and compatibility of buildings. The planning and zoning commission and city council shall consider the following criteria in determining the appropriateness of the specific use permit request:

- (1) Whether the use is harmonious and compatible with its surrounding existing uses or proposed uses;
- (2) Whether the activities requested by the applicant are normally associated with the requested use;
- (3) Whether the nature of the use is reasonable; and
- (4) Whether any adverse impact on the surrounding area has been mitigated.

At the April 10, 2024 P&Z, it was recommended:

1. The canopy be turned 90 degrees and placed to the side of the building
2. The diesel pumps be removed
3. Electric charging stations added
4. Overnight truck parking be prohibited
5. A TIA or traffic improvements be shown

The applicant/developer has revised the site to meet some of the recommended changes.

1. They complied with the gas canopy, EV charging stations, overnight parking, and traffic improvements being shown
2. They kept the diesel pumps and would like to continue the discussion on those remaining
 - a. They've added a center turn lane to FM 1100 to widen that road as well as providing for separate left and right turn lanes at the intersection of US 290. This modification was to address the concerns about the turning radius for trucks exiting onto FM 1100 as well as vehicles blocking the turn lane when it was only 1 lane.
3. They also increased the number of fuel pumps from the original request from six (6) to eight (8) and increased the diesel pumps from three (3) to four (4).
 - a. If the City Council is inclined to approve this SUP, the number of gas and diesel pumps must be in the motion

At the April 10th P&Z meeting, they made recommendations to the site but postponed action so they can be provided more information on the traffic improvements. At the April 17th City Council meeting the P&Z recommendations were discussed, but because a recommendation was not provided, the item was postponed.

This item came back before the Planning and Zoning Commission on May 8th and they voted 4 – 2 to recommend approval with the 8 gas MPDs, 4 diesel MPDs, 3 EV charging stations, canopy turn 90 degrees and to the side of the building, no overnight truck parking, and TxDOT traffic improvements as shown on the conceptual site plan. The request to have no diesel pumps was removed as a SUP requirement because the P&Z considered the additional traffic improvements to FM 1100 satisfactory to alleviate their concerns about large commercial vehicles exiting the property as well as causing delays at the intersection with US 290.

The 2 Commissioners who voted against the recommendation wanted to see the number of gas and diesel pumps reduced to the original request of 6 gas MPDs and 3 diesel MPDs.

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

ATTACHMENTS:

Yes

- Letter of Intent
- Aerial Image
- Conceptual Layout
- Distance to Existing Gas Stations
- Example Layout
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

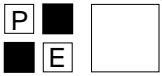
The City Staff recommends that the City Council discuss the site layout, commercial/tractor-trailer overnight parking, and any other site requirements then approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, ___ MPDs, ___ diesel MPDs, and associated parking and drive aisles.

PLANNING & ZONING COMMISSION:

- | Recommend Approval | Disapproval | None |
|--|-------------|------|
| X – with conditions | | |
| 1. 8 gas MPDs | | |
| 2. 4 diesel MPDs | | |
| 3. The gas canopy turned 90 degrees and to the side | | |
| 4. No overnight truck parking | | |
| 5. 3 EV charging stations | | |
| 6. TxDOT traffic improvements as shown on the conceptual site plan | | |



PROFESSIONAL STRUCIVIL ENGINEERS, INC.



STRUCTURAL CIVIL TRANSPORTATION



2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

Mr. Scott Dunlop
Interim City Manager, Development Services Director
City of Manor
105 E. Eggleston St.
Manor, TX 78653

Reference: Specific Use Permit –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a Specific Use Permit for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The purpose of the Specific Use Permit would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

The intent of the Specific Use Permit is broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

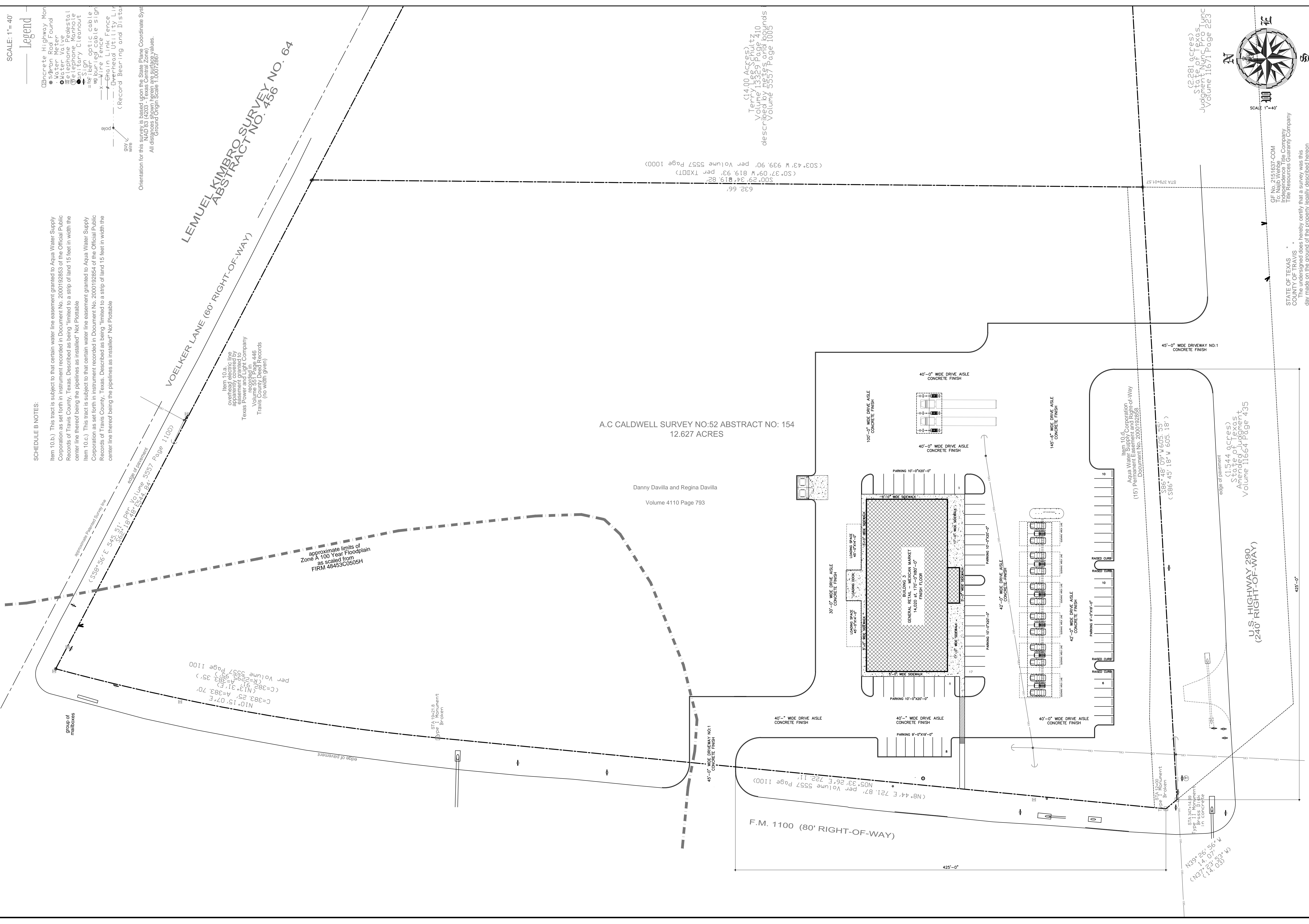
Should the proposed Specific Use Permit occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.





SCALE: 1"=40'

Legend

- Concrete Highway Monument
- Water Meter
- Water Valve
- Telephone Manhole
- Manhole
- Sign
- Optical Cable
- Electric Cable
- Chain Link Fence
- Overhead Utility Line
- Record Bearing and Distance

Orientation for this survey is based upon the State Plane Coordinate System NAD83 (4203 - Texas Central Zone). All distances are in feet and all bearings are in degrees, minutes and seconds. Ground Origin Scale is 1:100,000.

LEMUEL KIMBRO SURVEY NO. 456 NO. 64

VOELKER LANE (60' RIGHT-OF-WAY)

SCHEDULE B NOTES:

Item 10.b. This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

Item 10.c. This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

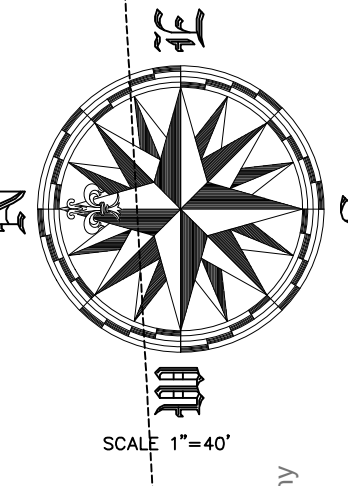
Item 10.a. easement, electric line easement granted to Texas Power and Light Company Volume 557 Page 446 Travis County Public Records (no width given)

A.C CALDWELL SURVEY NO:52 ABSTRACT NO: 154
12.627 ACRES

Danny Davilla and Regina Davilla
Volume 4110 Page 793

(14.00 Acres)
Terry Lugo Schultz
Volume 557 Page 1005
described in Volume 5557 Page 1005

(2.281 acres)
Joshua State of Texas
Volume 1167 Page 223



STATE OF TEXAS
COUNTY OF TRAVIS
The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts.

65 No. 2161697 COM
To: Nabil Wahba
Title Resources Guaranty Company

Rev.	Description	Date	Drawn
0	ISSUED FOR APPROVAL	11/09/21	
1			
2			
3			
4			
5			
6			

PROFESSIONAL STRUCTURAL ENGINEERS, INC.
CONSULTING CIVIL AND STRUCTURAL ENGINEERS

2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6222 | PJOH@PJOH.COM

FM1100 RETAIL CENTER
13105 FM 1100
CITY OF MANOR, TEXAS 78653

CONCEPTUAL SITE PLAN

PROJECT: **30728**

SHEET: **SK2**

THIS DRAWING IS AN INSTRUMENT OF SERVICE. IT AND SHALL REMAIN THE PROPERTY OF THE P.E. INC. AND SHALL NOT BE REPRODUCED, REPRODUCED IN ANY MANNER, OR REUSED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE P.E. INC. ALL RIGHTS RESERVED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH ANY WORK. NO WARRANTY, EXPRESSED OR IMPLIED, IS GIVEN BY THE ENGINEER FOR THIS PLAN.







3/27/24

City of Manor Development Services

Notification for a Specific Use Request

Project Name: 13105 FM 1100 Specific Use Permit - Gas Station
 Case Number: 2021-P-1393-CU
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Request for 13105 FM 1100, Manor, TX to allow for a Commercial gas station development that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

Applicant: Professional StruCIVIL Engineers Inc
Owner: Najib Wehbe

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Specific Use Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando
Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Pump and Haul Agreement with Maddtex, LP for the Lonestar Development.

BACKGROUND/SUMMARY:

This agreement is requested by the property owner so they don't have to install the approved septic system as part of the development because the city will be bringing wastewater service to the property by summer of 2025. This development is in the Manor Commercial Park and they annexed into the city limits in order to obtain building permits from the city as well as having city sewer service, which is part of the larger Manor Commercial Park sewer project. This agreement is at the cost of the property owner, and the city would not incur pump and haul fees. The agreement serves as an approval to not have a permanent septic or sewer service in order to obtain a CO, and provides the conditions and timelines for when permanent sewer service will be provided, but during the temporary pump and haul time, the costs are paid for by the property owner.

This development is one project but under two entities, and they have requested separate agreements for both entities, but they are the same owners and the same project.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Pump and Haul Agreement with Maddtex, LP for the Lonestar Development.

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

**WASTEWATER PUMP AND HAUL SERVICES
AGREEMENT
(Maddtex)**

This Wastewater Pump and Haul Services Agreement (the “Agreement”) is made and entered into, effective as of the ____ day of _____, 2024 (the “Effective Date”) by and between the **City of Manor, Texas**, a Texas home-rule municipal corporation (the "City") and **Maddtex Drive, LP**, a Texas limited partnership (the "Developer") for the provision of pump and haul wastewater services including collection, transportation, treatment, and disposal in accordance with all applicable City code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended. The City and Developer are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

RECITALS

WHEREAS, Developer owns approximately 5.470 acres of land located in Travis County, Texas, within the City Limits of the City (the “Property”), as more particularly described in **Exhibit A** of that certain Development Agreement for Manor Commercial Park Development (Maddtex) between the City and the Developer dated March 15, 2023 (the “Development Agreement”);

WHEREAS, Developer intends to develop the Property as a commercial development project, as further described in the Development Agreement;

WHEREAS, the provision of wastewater service requires the construction of a Wastewater Line Project, as the term is defined in the Development Agreement, by the City;

WHEREAS, Developer has requested that the Developer be allowed to contract and make available wastewater collection, transportation, treatment, and disposal services to the Property by pump and haul while the City completes the Wastewater Line Project and is fully operational with the capability of serving the Property upon City's completion of the Wastewater Line Project;

Whereas, Developer has agreed to pay all of the costs of Pump-and-Haul Service, including any fees or other charges paid or payable to the City’s operator, bookkeeper, attorney and/or engineer in connection with the preparation or administration of this Agreement (collectively, the “Developer Costs”); and

WHEREAS, the City and Developer desire to set forth, in this Agreement, the terms and conditions governing the provision of pump and haul wastewater service by the Developer to the Property.

AGREEMENT

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

I. INCORPORATION OF RECITALS AND DEFINITIONS

1.01 RECITALS INCORPORATED.

The above and forgoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02 DEFINITIONS.

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

"City Code" means the Code of Ordinances, City of Manor, Texas containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, as may be amended.

"City Council" means the City Council of the City.

"City Manager" means the appointed official or his/her designated agent charged with directing the administration of the City.

"City Wastewater Improvements" means the Wastewater Line Project required for the City to provide Wastewater Services to the Property.

"Contractor" means Blue-J's Pump and Dump, LLC, a Texas limited liability company with an address of PO Box 48, Elgin, Texas 78621 that has or will contract with the Developer to provide Pump and Haul Wastewater Services to the Property.

"Effective Date" means the date set forth in the first paragraph of this Agreement has been duly executed by the Parties.

"Living Unit Equivalent(s)" or "LUE(s)" means a unit of measurement representing the quantity of water consumed and wastewater generated on an average daily basis from a single-family detached residence of average size and occupancy as may be more particularly defined in the City of Austin Utility Criteria Manual, as may be amended and as adopted by the City.

"Property" means the term as defined in the Development Agreement.

"Pump and Haul" means the method for the provision of Wastewater Services by the Developer or Contractor that utilizes the pumping of wastewater for vehicular transport to a point of disposal.

"Wastewater Infrastructure Completion Period" means the period commencing upon the Effective Date of this Agreement and expiring on the completion and acceptance of the City Wastewater Improvements.

"Wastewater Service(s)" means the collection, transportation, treatment, and disposal of wastewater

from the Property.

II. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

2.01 ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

The Developer may obtain building permits and certificates of occupancy within Manor Commercial Park (the "Subdivision") prior to completion of the City Wastewater Improvements, subject to full compliance with the following terms and conditions:

- (a) The facilities necessary to provide Pump and Haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by Pump and Haul under this Agreement is otherwise available to the Property.
- (b) Developer is in compliance with the terms and conditions of this Agreement.
- (c) Developer demonstrates to the City that the Developer has a current contract with a Pump and Haul provider that meets the requirements of this Agreement.
- (d) All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

2.02. SUSPENSION OF ISSUANCE OF PERMITS.

In the event that at any time the conditions in Section 2.01 or any other provision of this Agreement are not met, the City may suspend development approvals for the Project and may suspend the issuance of building permits and certificates of occupancy for the Subdivision until the Developer comes into compliance with this Agreement.

III. WASTEWATER SERVICES

3.01 GENERAL

- (a) The City shall provide wastewater service to the Property in a quantity not to exceed five (5) LUEs in accordance with the terms of the Development Agreement.
- (b) The City shall furnish Wastewater Service to customers within the Property in accordance with the terms of the Development Agreement.

3.02 PUMP AND HAUL SERVICE PROVIDED

The Developer, at its sole cost and expense, shall cause wastewater from the Subdivision to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time that the City Wastewater Improvements are completed

and operational.

Upon completion of the City Wastewater Improvements by the City and the improvements are fully operational, the City agrees to make available Wastewater Service to the Property.

3.03 PUMP AND HAUL PROVIDER.

(a) The Developer shall further maintain with the City at all times the Contractor's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal.

(b) The Developer further agrees that the Contractor shall have the facilities necessary to dispose the wastewater from the Property.

(c) The Developer and City agree that at no time will City wastewater facilities be used for Pump and Haul wastewater disposal from the Property.

3.04 RECORDS.

The Developer shall make commercially reasonable efforts to cause the Contractor to maintain complete records of the Pump and Haul service provided, and the Developer shall maintain with the City a copy of any reports required by applicable state and federal regulations, related to providing Pump and Haul services.

3.05 TRANSITION OF SERVICES.

The City and Developer shall reasonably cooperate to smoothly transition wastewater service from the Developer to the City upon completion of the City Wastewater Improvements.

IV. [RESERVED]

V. INSURANCE AND INDEMNIFICATION

5.01 INSURANCE.

Developer or the Contractor selected by Developer to provide Pump and Haul services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of the Agreement with the Contractor or within ten (10) days from the Effective Date of this Agreement.

(a) Insurance policies required:

- (1) General Commercial Liability Coverage – Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
 - (2) Business Automobile Liability Coverage. – Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - (3) Umbrella/Excess Liability Coverage -- Minimum of not less than \$1,000,000.00.
- (b) General Requirements Applicable to Policies.
- (1) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (2) Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manor, Texas.
 - (3) Upon request, certified copies of all insurance policies shall be furnished to the City of Manor, Texas.
 - (4) The City of Manor, Texas, is to be added as an “Additional Insured” to the General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

5.02 ENFORCEMENT ACTIONS.

In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the Pump and Haul services provided under this Agreement, the Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.

VI. NOTICE OF AGREEMENT

6.01 NOTICE OF AGREEMENT AND PUMP HAUL SERVICES.

The Developer shall give notice to purchasers of lots within the Subdivision that wastewater service will be provided by Pump and Haul until completion of the City Wastewater Improvements.

VII. REPRESENTATIONS AND WARRANTIES

7.01 DEVELOPER

Developer warrants and represents the following:

- (a) Developer is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Agreement and perform the obligations presented;
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound; and
- (c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect the Developer's ability to perform its obligations under this Agreement.

This Agreement constitutes a legal, valid, and binding obligation of the Developer enforceable in accordance with its terms.

7.02 CITY

The City warrants and represents the following:

- (a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

VIII. TERM

8.01 TERM OF AGREEMENT.

This Agreement shall be effective upon the Effective Date and shall expire on the completion and acceptance of the City Wastewater Improvements. Any payment obligations of Developer that accrue prior to termination of this Agreement shall survive termination.

IX. DEFAULT, RESERVATION OF RIGHTS, ATTORNEY'S FEES, AND WAIVER

9.01 DEFAULT.

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such Party of written notice of default from the other Party. Upon the passage of fourteen (14) business days after receipt of written notice of default without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting Party

shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting Party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

9.02 RESERVATION OF RIGHTS.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

9.03 ATTORNEY'S FEES.

A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a Party seeks to obtain a remedy from the other Party, including appeals and post judgment awards.

9.04 WAIVER.

Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

X. MISCELLANEOUS

10.01 NOTICES

Any notice to be given hereunder by any Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

City

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

With copy to:

The Knight Law Firm, LLP
 Attn: Paige H. Saenz/Veronica Rivera
 223 West Anderson Lane, #A105
 Austin, Texas 78752

Developer

Maddtex Drive, LP
 Attn: Jeffrey Metzler
 1409 Post Oak Blvd., Unit 2701
 Houston, Texas 77056

With copy to:

Gray Reed
 Attn: Stephen Cooney
 1300 Post Oak Blvd., Suite 2000
 Houston, Texas 77056

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

10.02 ASSIGNMENT.

Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

10.03 AGREEMENT AMENDMENT.

This Agreement may not be amended except by the mutual written agreement of the Parties that is signed by all the Parties and dated subsequent to the date hereof. The Parties understand and agree that all amendments are subject to final approval by the City Council of the City.

10.04 NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended, nor will it be construed, to create any third-party beneficiary

rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

10.05 BINDING NATURE OF AGREEMENT.

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

10.06 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

10.07 FORCE MAJEURE.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.
- (b) If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

10.08 GOVERNING LAW AND VENUE.

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Travis County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

10.09 SEVERABILITY.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

10.10 SURVIVAL.

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification, Claims and Release, and Liability of City Employees.

10.11 COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

10.12 INTERPRETATION, TERMS AND DATES.

References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

10.13 NO JOINT VENTURE.

The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

10.14 LIABILITIES OF CITY EMPLOYEES.

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

10.15 MUTUAL ASSISTANCE.

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

10.16 CLAIMS AND RELEASE.

- (a) Claims. If the City notifies Developer or Owner of any claim, Developer and Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer and Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such claim involves Developer or Owner and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer or Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.
- (b) Release. Other than to the extent caused by a City Event of Default, Developer and Owner hereby release the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, the Corporation or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

10.17 INDEMNIFICATION.

DEVELOPER SHALL SAVE AND HOLD HARMLESS THE OTHER PARTY (THE “INDEMNIFIED PARTY”) AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, ATTORNEYS, AND FROM ALL CLAIMS AND LIABILITIES DUE TO ACTIVITIES PERFORMED UNDER THIS CONTRACT BY THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS, ATTORNEYS, OR EMPLOYEES, WHICH ARE

CAUSED BY OR RESULT FROM THE NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, KNOWING, OR INTENTIONAL ERROR, OMISSION, OR ACT OF THE INDEMNIFYING PARTY OR ANY PERSON EMPLOYED BY OR CONTRACTED WITH THE INDEMNIFYING PARTY OR UNDER THE INDEMNIFYING PARTY'S CONTROL. THE INDEMNIFYING PARTY SHALL ALSO DEFEND AND SAVE AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE WITNESS, LITIGATION CONSULTANT AND ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY THE INDEMNIFIED PARTY IN LITIGATION OR OTHERWISE DEFENDING CLAIMS OF LIABILITIES WHICH MAY BE IMPOSED ON THE INDEMNIFIED PARTY AS A RESULT OF SUCH ACTIVITIES INCLUDING FAILURES TO ACT COVERED BY THIS SECTION 8.1. THE INDEMNIFYING PARTY SHALL NOT SETTLE OR COMPROMISE ANY CLAIM COVERED BY THIS SECTION 11.18 WITHOUT THE WRITTEN CONSENT OF THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY MUST APPROVE ANY ATTORNEYS SELECTED BY THE INDEMNIFYING PARTY TO DEFEND ANY CLAIM COVERED BY THIS SECTION 8.1, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNIFIED PARTY MAY AT NO EXPENSE TO THE INDEMNIFYING PARTY RETAIN ADDITIONAL ATTORNEYS TO REPRESENT THE INDEMNIFIED PARTY AS TO ANY CLAIM COVERED BY THIS SECTION 11.18.

10.18. GOVERNMENTAL CONTRACT CERTIFICATIONS.

- (a) Boycott Israel Certification. For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer or Owner, boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer will boycott Israel during the term of the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.
- (b) Terrorist Organization Certification. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051

or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- (c) Energy Companies Certification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) Firearms Certification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- (e) Disclosure of Interested Parties. Developer and Owner acknowledge that Texas Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the Developer and Owner to complete a FORM 1295 promulgated by the TEC (which is available on the

TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Developer and Owner confirm that they have reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the Owner with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.

[SIGNATURE PAGES FOLLOW]

EXECUTED in multiple originals this the ____ day of _____, 2024.

CITY:
City of Manor, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Maddtex Drive, LP
a Texas limited partnership

By: Maddtex Drive-GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: Jeffrey Metzler
Title: Manager

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 9th day of May, 2024, by Jeffrey Metzler, Manager of Maddtex Drive-GP, LLC, a Texas limited liability company and the general partner of Maddtex Drive, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)



[Signature]
Notary Public, State of Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Pump and Haul Agreement with Easy Jet, LP for the Lonestar Development.

BACKGROUND/SUMMARY:

This agreement is requested by the property owner so they don't have to install the approved septic system as part of the development because the city will be bringing wastewater service to the property by summer 2025. This development is in the Manor Commercial Park and they annexed into the city limits in order to obtain building permits from the city as well as having city sewer service, which is part of the larger Manor Commercial Park sewer project. This agreement is at the cost of the property owner, and the city would not incur pump and haul fees. The agreement serves as an approval to not have a permanent septic or sewer service in order to obtain a CO, and provides the conditions and timelines for when permanent sewer service will be provided, but during the temporary pump and haul time, the costs are paid for by the property owner.

This development is one project but under two entities, and they have requested separate agreements for both entities, but they are the same owners and the same project.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Pump and Haul Agreement with Easy Jet, LP for the Lonestar Development.

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

**WASTEWATER PUMP AND HAUL SERVICES
AGREEMENT
(Easy Jet)**

This Wastewater Pump and Haul Services Agreement (the “Agreement”) is made and entered into, effective as of the ____ day of _____, 2024 (the “Effective Date”) by and between the **City of Manor, Texas**, a Texas home-rule municipal corporation (the "City") and **Easy Jet Drive, LP**, a Texas limited partnership (the "Developer") for the provision of pump and haul wastewater services including collection, transportation, treatment, and disposal in accordance with all applicable City code provisions, ordinances, building codes, construction standards, and any other regulation properly adopted by the City, as may be amended. The City and Developer are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

RECITALS

WHEREAS, Developer owns approximately 8.517 acres of land located in Travis County, Texas, within the City Limits of the City (the “Property”), as more particularly described in **Exhibit A** of that certain Development Agreement for Manor Commercial Park Development (Easy Jet) between the City and the Developer dated March 15, 2023 (the “Development Agreement”);

WHEREAS, Developer intends to develop the Property as a commercial development project, as further described in the Development Agreement;

WHEREAS, the provision of wastewater service requires the construction of a Wastewater Line Project, as the term is defined in the Development Agreement, by the City;

WHEREAS, Developer has requested that the Developer be allowed to contract and make available wastewater collection, transportation, treatment, and disposal services to the Property by pump and haul while the City completes the Wastewater Line Project and is fully operational with the capability of serving the Property upon City's completion of the Wastewater Line Project;

Whereas, Developer has agreed to pay all of the costs of Pump-and-Haul Service, including any fees or other charges paid or payable to the City’s operator, bookkeeper, attorney and/or engineer in connection with the preparation or administration of this Agreement (collectively, the “Developer Costs”); and

WHEREAS, the City and Developer desire to set forth, in this Agreement, the terms and conditions governing the provision of pump and haul wastewater service by the Developer to the Property.

AGREEMENT

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

I. INCORPORATION OF RECITALS AND DEFINITIONS

1.01 RECITALS INCORPORATED.

The above and forgoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02 DEFINITIONS.

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

"City Code" means the Code of Ordinances, City of Manor, Texas containing all development-related regulations including, but not limited to, zoning and land use, site and design standards, and historic preservation standards, as may be amended.

"City Council" means the City Council of the City.

"City Manager" means the appointed official or his/her designated agent charged with directing the administration of the City.

"City Wastewater Improvements" means the Wastewater Line Project required for the City to provide Wastewater Services to the Property.

"Contractor" means Blue-J's Pump and Dump, LLC, a Texas limited liability company with an address of PO Box 48, Elgin, Texas 78621 that has or will contract with the Developer to provide Pump and Haul Wastewater Services to the Property.

"Effective Date" means the date set forth in the first paragraph of this Agreement has been duly executed by the Parties.

"Living Unit Equivalent(s)" or "LUE(s)" means a unit of measurement representing the quantity of water consumed and wastewater generated on an average daily basis from a single-family detached residence of average size and occupancy as may be more particularly defined in the City of Austin Utility Criteria Manual, as may be amended and as adopted by the City.

"Property" means the term as defined in the Development Agreement.

"Pump and Haul" means the method for the provision of Wastewater Services by the Developer or Contractor that utilizes the pumping of wastewater for vehicular transport to a point of disposal.

"Wastewater Infrastructure Completion Period" means the period commencing upon the Effective Date of this Agreement and expiring on the completion and acceptance of the City Wastewater Improvements.

"Wastewater Service(s)" means the collection, transportation, treatment, and disposal of wastewater

from the Property.

II. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

2.01 ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

The Developer may obtain building permits and certificates of occupancy within Manor Commercial Park (the "Subdivision") prior to completion of the City Wastewater Improvements, subject to full compliance with the following terms and conditions:

- (a) The facilities necessary to provide Pump and Haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by Pump and Haul under this Agreement is otherwise available to the Property.
- (b) Developer is in compliance with the terms and conditions of this Agreement.
- (c) Developer demonstrates to the City that the Developer has a current contract with a Pump and Haul provider that meets the requirements of this Agreement.
- (d) All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

2.02. SUSPENSION OF ISSUANCE OF PERMITS.

In the event that at any time the conditions in Section 2.01 or any other provision of this Agreement are not met, the City may suspend development approvals for the Project and may suspend the issuance of building permits and certificates of occupancy for the Subdivision until the Developer comes into compliance with this Agreement.

III. WASTEWATER SERVICES

3.01 GENERAL

- (a) The City shall provide wastewater service to the Property in a quantity not to exceed five (5) LUEs in accordance with the terms of the Development Agreement.
- (b) The City shall furnish Wastewater Service to customers within the Property in accordance with the terms of the Development Agreement.

3.02 PUMP AND HAUL SERVICE PROVIDED

The Developer, at its sole cost and expense, shall cause wastewater from the Subdivision to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time that the City Wastewater Improvements are completed

and operational.

Upon completion of the City Wastewater Improvements by the City and the improvements are fully operational, the City agrees to make available Wastewater Service to the Property.

3.03 PUMP AND HAUL PROVIDER.

(a) The Developer shall further maintain with the City at all times the Contractor's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal.

(b) The Developer further agrees that the Contractor shall have the facilities necessary to dispose the wastewater from the Property.

(c) The Developer and City agree that at no time will City wastewater facilities be used for Pump and Haul wastewater disposal from the Property.

3.04 RECORDS.

The Developer shall make commercially reasonable efforts to cause the Contractor to maintain complete records of the Pump and Haul service provided, and the Developer shall maintain with the City a copy of any reports required by applicable state and federal regulations, related to providing Pump and Haul services.

3.05 TRANSITION OF SERVICES.

The City and Developer shall reasonably cooperate to smoothly transition wastewater service from the Developer to the City upon completion of the City Wastewater Improvements.

IV. [RESERVED]

V. INSURANCE AND INDEMNIFICATION

5.01 INSURANCE.

Developer or the Contractor selected by Developer to provide Pump and Haul services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City at the time of execution of the Agreement with the Contractor or within ten (10) days from the Effective Date of this Agreement.

(a) Insurance policies required:

(1) General Commercial Liability Coverage – Minimum of \$1,000,000.00 per

occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.

- (2) Business Automobile Liability Coverage. – Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - (3) Umbrella/Excess Liability Coverage -- Minimum of not less than \$1,000,000.00.
- (b) General Requirements Applicable to Policies.
- (1) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (2) Developer will request that each insurance policy be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manor, Texas.
 - (3) Upon request, certified copies of all insurance policies shall be furnished to the City of Manor, Texas.
 - (4) The City of Manor, Texas, is to be added as an “Additional Insured” to the General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City.

5.02 ENFORCEMENT ACTIONS.

In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the Pump and Haul services provided under this Agreement, the Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.

VI. NOTICE OF AGREEMENT

6.01 NOTICE OF AGREEMENT AND PUMP HAUL SERVICES.

The Developer shall give notice to purchasers of lots within the Subdivision that wastewater service will be provided by Pump and Haul until completion of the City Wastewater Improvements.

VII. REPRESENTATIONS AND WARRANTIES

7.01 DEVELOPER

Developer warrants and represents the following:

- (a) Developer is a duly organized entity validly existing and in good standing under the laws of Texas with proper authority to execute this Agreement and perform the obligations presented;
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound; and
- (c) Developer has not received written notice and has no actual knowledge of any litigation pending or threatened that may adversely affect the Developer's ability to perform its obligations under this Agreement.

This Agreement constitutes a legal, valid, and binding obligation of the Developer enforceable in accordance with its terms.

7.02 CITY

The City warrants and represents the following:

- (a) The City is a municipal corporation with full right and authority to enter into this Agreement and perform the obligations presented; and
- (b) Performance under this Agreement will not result in any breach of or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

This Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

VIII. TERM

8.01 TERM OF AGREEMENT.

This Agreement shall be effective upon the Effective Date and shall expire on the completion and acceptance of the City Wastewater Improvements. Any payment obligations of Developer that accrue prior to termination of this Agreement shall survive termination.

IX. DEFAULT, RESERVATION OF RIGHTS, ATTORNEY'S FEES, AND WAIVER

9.01 DEFAULT.

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such Party of written notice of default from the other Party. Upon the passage of fourteen (14) business days after receipt of written notice of default without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question;

but in no event more than sixty (60) days. In the event of default, the non-defaulting Party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

9.02 RESERVATION OF RIGHTS.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

9.03 ATTORNEY'S FEES.

A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a Party seeks to obtain a remedy from the other Party, including appeals and post judgment awards.

9.04 WAIVER.

Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

X. MISCELLANEOUS

10.01 NOTICES

Any notice to be given hereunder by any Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

City

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

With copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz/Veronica Rivera
223 West Anderson Lane, #A105
Austin, Texas 78752

Developer

Easy Jet Drive, LP
Attn: Jeffrey Metzler
1409 Post Oak Blvd., Unit 2701
Houston, Texas 77056

With copy to:

Gray Reed
Attn: Stephen Cooney
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

10.02 ASSIGNMENT.

Developer’s rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

10.03 AGREEMENT AMENDMENT.

This Agreement may not be amended except by the mutual written agreement of the Parties that is signed by all the Parties and dated subsequent to the date hereof. The Parties understand and agree that all amendments are subject to final approval by the City Council of the City.

10.04 NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or

in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

10.05 BINDING NATURE OF AGREEMENT.

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

10.06 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

10.07 FORCE MAJEURE.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.
- (b) If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

10.08 GOVERNING LAW AND VENUE.

This Agreement, and all rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict of law provisions. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Travis County, Texas. Parties irrevocably waive any objection to personal jurisdiction on *forum non conveniens*.

10.09 SEVERABILITY.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

10.10 SURVIVAL.

The following sections and provisions shall survive expiration, termination, or rescission of this Agreement: Indemnification, Claims and Release, and Liability of City Employees.

10.11 COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Agreement.

10.12 INTERPRETATION, TERMS AND DATES.

References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

10.13 NO JOINT VENTURE.

The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

10.14 LIABILITIES OF CITY EMPLOYEES.

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally responsible for any liability arising under or related to this Agreement. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

10.15 MUTUAL ASSISTANCE.

The City and Developer shall do all things reasonably necessary and appropriate to perfect the terms of this Agreement including, but not limited to, aiding and assisting each other in carrying out such terms and provisions to render each Party in the economic condition contemplated by this Agreement.

10.16 CLAIMS AND RELEASE.

- (a) Claims. If the City notifies Developer or Owner of any claim, Developer and Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer and Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such claim involves Developer or Owner and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer or Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.
- (b) Release. Other than to the extent caused by a City Event of Default, Developer and Owner hereby release the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, the Corporation or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

10.17 INDEMNIFICATION.

DEVELOPER SHALL SAVE AND HOLD HARMLESS THE OTHER PARTY (THE "INDEMNIFIED PARTY") AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, ATTORNEYS, AND FROM ALL CLAIMS AND LIABILITIES DUE TO ACTIVITIES PERFORMED UNDER THIS CONTRACT BY THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS, ATTORNEYS, OR EMPLOYEES, WHICH ARE CAUSED BY OR RESULT FROM THE NEGLIGENT, GROSSLY NEGLIGENT,

RECKLESS, KNOWING, OR INTENTIONAL ERROR, OMISSION, OR ACT OF THE INDEMNIFYING PARTY OR ANY PERSON EMPLOYED BY OR CONTRACTED WITH THE INDEMNIFYING PARTY OR UNDER THE INDEMNIFYING PARTY'S CONTROL. THE INDEMNIFYING PARTY SHALL ALSO DEFEND AND SAVE AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE WITNESS, LITIGATION CONSULTANT AND ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY THE INDEMNIFIED PARTY IN LITIGATION OR OTHERWISE DEFENDING CLAIMS OF LIABILITIES WHICH MAY BE IMPOSED ON THE INDEMNIFIED PARTY AS A RESULT OF SUCH ACTIVITIES INCLUDING FAILURES TO ACT COVERED BY THIS SECTION 8.1. THE INDEMNIFYING PARTY SHALL NOT SETTLE OR COMPROMISE ANY CLAIM COVERED BY THIS SECTION 11.18 WITHOUT THE WRITTEN CONSENT OF THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY MUST APPROVE ANY ATTORNEYS SELECTED BY THE INDEMNIFYING PARTY TO DEFEND ANY CLAIM COVERED BY THIS SECTION 8.1, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNIFIED PARTY MAY AT NO EXPENSE TO THE INDEMNIFYING PARTY RETAIN ADDITIONAL ATTORNEYS TO REPRESENT THE INDEMNIFIED PARTY AS TO ANY CLAIM COVERED BY THIS SECTION 11.18.

10.18. GOVERNMENTAL CONTRACT CERTIFICATIONS.

- (a) Boycott Israel Certification. For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer or Owner, boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer will boycott Israel during the term of the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.
- (b) Terrorist Organization Certification. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization"

as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- (c) Energy Companies Certification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) Firearms Certification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- (e) Disclosure of Interested Parties. Developer and Owner acknowledge that Texas Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the Developer and Owner to complete a FORM 1295 promulgated by the TEC (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it

electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Developer and Owner confirm that they have reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the Owner with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.

[SIGNATURE PAGES FOLLOW]

EXECUTED in multiple originals this the ____ day of _____, 2024.

CITY:
City of Manor, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Easy Jet Drive, LP
a Texas limited partnership

By: Easy Jet Drive-GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: Jeffrey Metzler
Title: Manager

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 9th day of May, 2024, by Jeffrey Metzler, Manager of Easy Jet Drive-GP, LLC, a Texas limited liability company and the general partner of Easy Jet Drive, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)



[Signature]
Notary Public, State of Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Platinum 973, LLC Project.

BACKGROUND/SUMMARY:

This is our standard Water Transfer Agreement acknowledging the property’s release from Manville’s CCN and the city’s consent and ability to provide water and providing for a monetary cash deposit to cover costs incurred by the city related to the water transfer. This project is a proposed gas station and flex commercial space development located just south of Compass Rose, near the intersection of FM 973 and Shadowglen Trace. The SUP for the gas station was approved by the City Council on December 7, 2022.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Deposit Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Platinum 973, LLC Project located at 13801 N. FM 973, Manor, TX with Platinum 973, LLC and authorize the City Manager to execute the agreement.

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE
PROPOSED WATER SERVICE TRANSFER FOR THE
PLATINUM 973, LLC PROJECT**

THIS DEPOSIT AGREEMENT FOR THE PROPOSED WATER SERVICE TRANSFER FOR THE PLATINUM 973, LLC PROJECT (this "Agreement") is made and entered into as of May ___, 2024 by and between the **CITY OF MANOR, TEXAS** (the "City") and **Platinum 973, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the "Owner").

WHEREAS, Manville Water Supply Corporation ("Manville") is the holder of a water certificate of convenience and necessity ("CCN") No. 11144 which includes Owner's approximately 3.4-acre tract (the "Property") within its boundaries; and

WHEREAS, the City is the holder of a CCN No. 10947; and

WHEREAS, the Owner is developing its Property within the corporate limits of the City and desires to receive water service from the City; and

WHEREAS, Manville has informed Owner that Manville is not opposed to the City providing water service to Owner's Property; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the "City Manager") to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Water Service Area Transfer Agreement with Manville (the "Transfer Agreement") and approval by the Public Utility Commission of said Transfer Agreement; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEPOSITS. The Owner shall deposit with the City the amount of \$5,000.00 (the "Moneys") to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with seeking execution and approval of the Transfer Agreement. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$5,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the "Consultants Deposit"). Whenever the account for the Consultants Deposit reaches a balance below \$1,000.00, the Owner shall deposit an additional \$2,000.00 within five (5) business days of notification by the City Manager (the "Additional Moneys"). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the execution and approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Owner to be

deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, "Consultants"). The Consultants will assist the City with execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (collectively, "Project Costs"). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager's office. The City Manager may also use the Moneys for other direct City expenses relating to the execution and approval of the Transfer Agreement, such as review by the City Attorney and City Engineer. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Manager's office upon request by Owner. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. UNEXPENDED MONEYS. If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

SECTION 5. TERM. The term of this Agreement shall begin on the Effective Date and shall continue until the earliest to occur of the conditions in Section 3.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

SECTION 7. AUTHORITY. Each party hereto warrants that each has the full legal authority to execute and deliver this Agreement. In addition, the individual who executes this Agreement 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.

SECTION 8. TEXAS LAW GOVERNS. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

SECTION 9. STATUTORY VERIFICATIONS.

(a) 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, the Owner represents that neither the 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.

(b) 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.

(c) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

(d) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or

firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

SECTION 10. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

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


By: _____
Scott Moore, City Manager

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

[CITY SEAL]

PLATINUM 973, LLC,
a Texas limited liability company

By: 
Name: RAFIQ KAREEM
Title: Managing Member



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.171 acres (approximately 7,432 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

BACKGROUND/SUMMARY:

As part of the Okra Subdivision development, there are conflicting and incomplete historical records on the status of Old Manor-Taylor right-of-way. Surveys show the area as an abandoned County right-of-way, but the road has functioned more as a private driveway for two residences. This ordinance establishes the status of the Old Manor-Taylor right-of-way as city right-of-way, and provide for its vacation and splitting it between the Okra development and the residential properties. The property owners along Old Manor-Taylor road, the Velasquez family, are in support of the modification. Vacating the right-of-way would not affect their access. The city would retain a portion of the right-of-way at FM 973 for the future collector road constructed by the Okra development, as well as retaining a wastewater easement at the very southern end of the right-of-way for a force main that will connect the New Haven, Monarch Ranch, and Okra developer’s sewer lines to the existing sewer service along FM 973.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 743

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Ordinance No. 743 closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.171 acres (approximately 7,432 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

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

ORDINANCE NO. 743

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS OLD MANOR-TAYLOR ROAD CONSISTING OF 0.171 ACRES (APPROXIMATELY 7,432 SQ FT) IN THE SUMNER BACON SURVEY NO. 62, IN TRAVIS COUNTY, TEXAS; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED RIGHT-OF-WAY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the 0.171 street right-of-way as shown in Exhibit “A” commonly known as Old Manor-Taylor Road is surplus and not necessary for use by the City of Manor, Texas (“City”), the general public, or the landowners adjacent thereto as a street;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership; and

WHEREAS, a 0.006 acre tract wastewater easement is being conveyed to the City as consideration for the street right-of-way being vacated as more particularly described and shown in Exhibit “D”; and

WHEREAS, the City Council of the City of Manor, Texas (“City Council”) has determined that the conveyance of the 0.006 acre tract wastewater easement is necessary for use by the City for public wastewater purposes.

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 incorporated into this Ordinance as findings of fact by the City Council of Manor, Texas.

Section 2. Right-of-Way. The 0.171 acre (approximately 7,432 sq. ft.) right-of-way commonly known as Old Manor-Taylor Road in the Sumner Bacon Survey No. 62, in Travis County, Texas, as shown in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property” or “right-of-way”), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 3. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a form substantially similar to that set forth in Exhibit “B” attached hereto and incorporated herein for all purposes (“Special Warranty Deed”), conveying the rights and interests of the City in the Property to abutting property owners, in proportion

ORDINANCE NO. 743

to their ownership of the abutting property; provided that an owner in fee of abutting property may, by a written notarized instrument, release and assign his or her right to purchase a portion of the street right-of-way to any other owner of property that abuts such street right-of-way, in a form substantially similar to that set forth in Exhibit “C” attached hereto and incorporated herein for all purposes (the “Release”), thereby authorizing the City to convey such interest to such assignee. Upon the conveyance of the 0.006 wastewater easement in a form substantially similar to that set forth in Exhibit “D” attached hereto and incorporated herein for all purposes (the “Easement”), payment of any surveying fees, and a proportionate amount of attorneys fees related to drafting and reviewing documents necessary to convey the Property, the execution and filing of a Release in the county real property records, as necessary, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Manor, Texas.

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 6. 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, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this ____ day of _____, 2024.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

ORDINANCE NO. 743

Page 3

Exhibit "A"
0.171 Acres of Right-of-Way

Exhibit "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

That the **City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by

(insert name(s) of buyer(s)), hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY: (insert property description)

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Manor, Texas, but not otherwise.

[signature page follows]

EXECUTED at Manor, Travis County, Texas, this the ___ day of _____ 20__.

Attest:

City of Manor, Texas

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Christopher Harvey, Mayor, of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 20__.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

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

Exhibit "C"

RELEASE AND ASSIGNMENT OF INTEREST IN PROPERTY

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

I/We, _____
(“**RELEASOR(S)**”), am/are the owner(s) in fee of property that abuts the twenty foot (20’) alley right-of-way crossing Block 8, A.E. Lane’s Addition to the Town of Manor, a subdivision in Travis County, Texas according to the map or plat of record in Volume 2, Page 223 of the Plat Records of Travis County, Texas, as shown in Exhibit “A” attached hereto and incorporated herein for all purposes (the “**ROW**”). The City Council of the City of Manor, Texas, has authorized conveyance of the ROW to abutting property owners in proportion to their ownership of the abutting ROW.

I/We do not wish to exercise my/our right to purchase any portion of the ROW, and I/we hereby release and assign to _____ (the “**ASSIGNEE**”), who own property abutting the ROW, any interest I/we may have to purchase a portion of the ROW in proportion to my/our ownership of abutting property, said portion more particularly described as follows:

PROPERTY:
(insert property description)

I/we hereby authorize the City of Manor, Texas to convey the Property to the **ASSIGNEE**, subject to the reserved drainage and public utility easements.

EXECUTED at _____, _____ County, Texas, this the ___ day of _____ 20__.

RELEASOR(S)

By: _____ (printed name)

By: _____ (printed name)

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20__.

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20__.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor

ORDINANCE NO. 743

Page 8

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

ORDINANCE NO. 743

Page 9

Exhibit “D”

**Wastewater Easement
[attached]**

ORDINANCE NO. 743

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

WASTEWATER EASEMENT

DATE: _____, 2024

GRANTOR: Frank Velasquez, an individual, including his successors and assigns

GRANTOR'S MAILING ADDRESS (including county):

Frank Velasquez
14301 Old Manor Taylor Road
Manor, Texas 78653
Travis County

GRANTEE: City of Manor, a Texas municipal corporation, including its successors and assigns

GRANTEE'S MAILING ADDRESS (including county):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: None

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 0.006 acre wastewater easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

ORDINANCE NO. 743

Page 11

EASEMENT PURPOSE: The wastewater easement shall be used for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the Easement Property (the “Facilities”).

EXCEPTIONS TO WARRANTY: This conveyance is made and accepted subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property.

GRANT OF EASEMENT: Grantor, for the Consideration, and subject to the Exceptions to Warranty, does hereby grants, sells, and conveys unto Grantee and Grantee’s successors and assigns a permanent, wastewater easement (the “Easement”) in upon, over, on, under, above and across the Easement Property for the Easement Purpose.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Easement and the rights granted herein are exclusive, subject to all of the terms hereof.
2. The duration of the Easement is perpetual.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the same Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easements or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

ORDINANCE NO. 743

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

Frank Velasquez

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Frank Velasquez, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

ORDINANCE NO. 743

ACCEPTED:

Grantee: City of Manor, a Texas municipal corporation

By: _____
Scott Moore, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Scott Moore, City Manager, on behalf of the City of Manor, Texas, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 202
Austin, Texas, 78735-7822

EXHIBIT " _____ "

**PORTION OF
1.00 AC. FRANK VELASQUEZ
(RIGHT-OF-WAY ABANDONMENT)**

**0.171 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.171 ACRES (APPROXIMATELY 7,432 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 1.00 ACRE TRACT CONVEYED TO FRANK VELASQUEZ IN A SPECIAL WARRANTY DEED DATED NOVEMBER 2, 1995 AND RECORDED IN VOLUME 12592, PAGE 1305 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.171 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING to a 1/2" rebar with "Chaparral" cap found in the west right-of-way line of F.M.973 (right-of-way width varies) as shown on CSJ 1200-02-022, also being in the Approximate Centerline of Manor & Taylor Lane, being in the east line of a 136.342 acre tract conveyed to Okra Land Incorporated in a Special Warranty Deed with Vendor's Lien, dated September 20, 2022 and recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas, and being the north corner of the 0.78 acre tract conveyed to Henrietta B. Velasquez in a Special Warranty Deed dated December 27, 2002 and recorded in Document No. 2003002504 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found for a point of curvature in the west right-of-way line of said F.M. 973 at Station 42+622.414 - 30.480 meters right, bears along said curve to the right, having a radius of 612.86 feet, a central angle of 17°51'34", an arc length of 191.03 feet and a chord that bears North 18°03'47" East, a distance of 190.26 feet, also from which a TxDot Type II Monument with Disk found for a point of tangency in the west right-of-way line of F.M. 973 at Station 42+766.692 - 30.480 meters, bears along said curve to the left, having a radius of 612.86 feet a central angle of 28°53'22", an arc length of 309.01 feet, and a chord that bears South 05°18'40" East, a distance of 305.75 feet;

THENCE South 27°02'56" West, with said approximate centerline of the Manor & Taylor Lane, same being the southeast line of the 136.342 acre tract, also being the northwest line of said 0.78 acre tract, a distance of **339.63 feet** to a calculated point for the west corner of the 0.78 acre tract, same being the north corner of the 1.00 acre tract, and being the **POINT OF BEGINNING** and the north corner of herein described tract;

THENCE South 62°53'51" East, with the northeast line of the 1.00 acre tract, same being the southwest line of the 0.78 acre tract, a distance of **20.00 feet** to a calculated point for the east corner of the herein described tract;

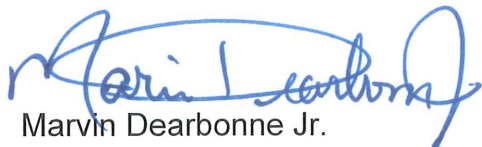
THENCE South 27°02'56" West, crossing the 1.00 acre tract, a distance of **343.94 feet** to a calculated point on the south line of the 1.00 acre tract, same being in the line north line of a 32.950 acre tract conveyed in a Special Warranty Deed to Timmerman Commercial Development, LP, dated November 30, 2020 and recorded in Document No. 2020230923 of the official Public Records of Travis County, Texas, said 32.950 acres being a portion of a called 55.312 acres, save and except the following two tract: 1) that certain 9.173 acre tract described in Document No. 2002093083 of the Official Public Records of Travis County, Texas, 2) that certain 13.189 acre tract described in Document No. 2017062033 of the Official Public Records of Travis County, Texas;

THENCE South 46°56'06" West, with the south line of the 1.00 acre tract and the north line of the 32.950 acre tract, a distance of **58.80 feet** to a 1/2" rebar found for the east corner of a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, being in the approximate centerline of the Manor & Taylor Lane, same being the south corner of the 136.342 acre tract, being the east corner of an Open Space/Drainage Lot of Shadowglen Phase 2, Section 25-26, according to the Map or Plat thereof recorded in Document No. 202100182 of the Official Public Records of Travis County, Texas, being an angle point in the north line of the 32.950 acre tract and being the south corner of the 1.00 acre tract and the herein described tract;

THENCE North 27°02'56" East, with the approximate centerline of the Manor & Taylor Lane, with the southeast line of the 136.342 acre tract and the northwest line of the 1.00 acre tract, a distance of **399.25 feet** to the **POINT OF BEGINNING** of the herein described tract, and containing 0.171 acres of land, more or less.

Surveyed on the ground June 2023. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

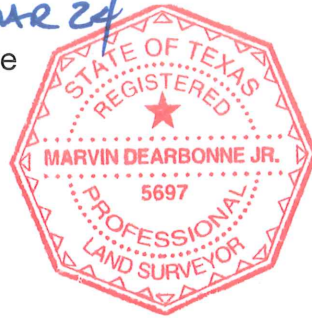
Attachments: 496-002-RA3.dwg



Marvin Dearbonne Jr.
Registered Professional Land Surveyor
State of Texas No. 5697
T.B.P.E.L.S. Firm No. 10124500

19 June 24

Date



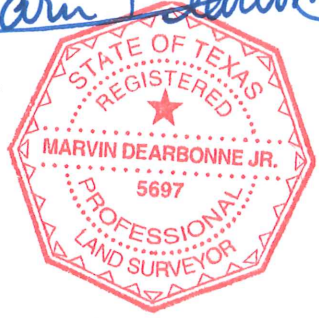
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.171 ACRES (APPROXIMATELY 7,432 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 1.00 ACRE TRACT CONVEYED TO FRANK VELASQUEZ IN A SPECIAL WARRANTY DEED DATED NOVEMBER 2, 1995 AND RECORDED IN VOLUME 12594, PAGE 1305 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	612.86'	17°51'34"	191.03'	N18°03'47"E	190.26'
C2	612.86'	28°53'22"	309.01'	S05°18'40"E	305.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S62°53'51"E	20.00'
L2	S46°56'06"W	58.80'
L3	N63°25'37"W	25.86'

- LEGEND
- ^{CH} 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR FOUND (OR AS NOTED)
 - ⊙ TxDOT TYPE II DISK FOUND
 - △ CALCULATED POINT
 - ⊙ FENCE POST FOUND
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - () RECORD INFORMATION

Marvin Dearbonne Jr. 19 MAR 24



DATE OF SURVEY: 06/08/2023
 PLOT DATE: 03/19/24
 DRAWING NO.: 496-002-RA3
 PROJECT NO.: 496-002
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: EMD
 SHEET 1 OF 3

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 496-002-RA3



1" = 60'

TXDOT CL STATION
42+622.414
30.480M RT
(100.00')

GREENBURY GATES
SURVEY NO. 63

SUMNER BACON
SURVEY NO. 62

APPROXIMATE SURVEY LINE

P.O.C.

CH

APPARENT R.O.W. OF
MANOR & TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

F.M. 973
(VARIABLE WIDTH R.O.W.)
(CSJ: 1200-02-022)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

TXDOT CL STATION
42+766.692
30.480M RT
(100.00')

0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

(S30°00'00"W 325.66')
S27°02'56"W 339.63'

SHEET 3 OF 3
SHEET 2 OF 3

P.O.B.

L1

1.00 ACRE
FRANK VELASQUEZ
(12592/1305)

0.171 ACRES
APPROX. 7,432 SQ. FT.

Chaparral

SHEET 3 OF 3
SHEET 2 OF 3

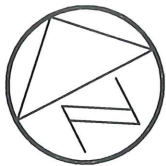
0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)

P.O.B.

0.171 ACRES
APPROX. 7,432 SQ. FT.

1.00 ACRE
FRANK VELASQUEZ
(12592/1305)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)



1" = 60'

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

APPARENT R.O.W. OF
MANOR & TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

SUMNER BACON
SURVEY NO. 62

(N30°00'00"E 399.25')
N27°02'56"E 399.25'

S27°02'56"W 343.94'

32.950 ACRES
TIMMERMAN COMMERCIAL
DEVELOPMENTS, LP
(2020230923)

SAID 32.950 ACRES
BEING A PORTION OF
A CALLED 55.312 ACRES
SAVE AND EXCEPT
THE FOLLOWING 2 TRACTS
9.173 ACRES
(2002093083)
13.189 ACRES
(2017062033)

L3

PORTION OF ABANDONED
COUNTY ROAD REFERRED
TO IN DOC. 2001205199,
2000046321 & 202100182

OPEN SPACE/DRAINAGE LOT
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)

APPROXIMATE SURVEY LINE
GREENBURY GATES
SURVEY NO. 63



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.143 acres (approximately 6,235 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

BACKGROUND/SUMMARY:

As part of the Okra Subdivision development, there are conflicting and incomplete historical records on the status of Old Manor-Taylor right-of-way. Surveys show the area as an abandoned County right-of-way, but the road has functioned more as private driveway for two residences. This ordinance establishes the status of the Old Manor-Taylor right-of-way as city right-of-way, and provide for its vacation and splitting it between the Okra development and the residential properties. The property owners along Old Manor-Taylor road, the Velasquez family, are in support of the modification. Vacating the right-of-way would not affect their access. The city would retain a portion of the right-of-way at FM 973 for the future collector road constructed by the Okra development, as well as retaining a wastewater easement at the very southern end of the right-of-way for a force main that will connect the New Haven, Monarch Ranch, and Okra developer’s sewer lines to the existing sewer service along FM 973.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 744

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Ordinance No. 744 closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.143 acres (approximately 6,235 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

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

ORDINANCE NO. 744

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS OLD MANOR-TAYLOR ROAD CONSISTING OF 0.143 ACRES (APPROXIMATELY 6,235 SQ FT) IN THE SUMNER BACON SURVEY NO. 62, IN TRAVIS COUNTY, TEXAS; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED RIGHT-OF-WAY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the 0.143 acre street right-of-way as shown in Exhibit “A” commonly known as Old Manor-Taylor Road is surplus and not necessary for use by the City of Manor, Texas (“City”), the general public, or the landowners adjacent thereto as a street;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership; and

WHEREAS, a 0.006 acre tract right-of-way dedication easement is being conveyed to the City as consideration for the street right-of-way being vacated as more particularly described and shown in Exhibit “D”; and

WHEREAS, the City Council of the City of Manor, Texas (“City Council”) has determined that the conveyance of the 0.006 acre tract right-of-way dedication easement is necessary for use by the City for public access purposes.

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 incorporated into this Ordinance as findings of fact by the City Council of Manor, Texas.

Section 2. Right-of-Way. The 0.143 acre (approximately 6,235 sq. ft.) right-of-way commonly known as Old Manor-Taylor Road in the Sumner Bacon Survey No. 62, in Travis County, Texas, as shown in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property” or “right-of-way”), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 3. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a form substantially similar to that set forth in Exhibit “B” attached hereto and incorporated herein for all purposes (“Special Warranty Deed”), conveying the rights and interests of the City in the Property to abutting property owners, in proportion

ORDINANCE NO. 744

to their ownership of the abutting property; provided that an owner in fee of abutting property may, by a written notarized instrument, release and assign his or her right to purchase a portion of the street right-of-way to any other owner of property that abuts such street right-of-way, in a form substantially similar to that set forth in Exhibit “C” attached hereto and incorporated herein for all purposes (the “Release”), thereby authorizing the City to convey such interest to such assignee. Upon the conveyance of the 0.006 right-of-way dedication easement in a form substantially similar to that set forth in Exhibit “D” attached hereto and incorporated herein for all purposes (the “Easement”), payment of any surveying fees, and a proportionate amount of attorneys fees related to drafting and reviewing documents necessary to convey the Property, the execution and filing of a Release in the county real property records, as necessary, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Manor, Texas.

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 6. 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, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this ____ day of _____, 2024.

Attest:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

ORDINANCE NO. 744

Page 3

Exhibit "A"
0.143 Acres of Right-of-Way

Exhibit "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

That the **City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by

(insert name(s) of buyer(s)), hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY: (insert property description)

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Manor, Texas, but not otherwise.

[signature page follows]

EXECUTED at Manor, Travis County, Texas, this the ___ day of _____ 20__.

Attest:

City of Manor, Texas

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Christopher Harvey, Mayor, of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 20__.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

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

Exhibit "C"

RELEASE AND ASSIGNMENT OF INTEREST IN PROPERTY

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

I/We, _____
(“**RELEASOR(S)**”), am/are the owner(s) in fee of property that abuts the twenty foot (20’) alley right-of-way crossing Block 8, A.E. Lane’s Addition to the Town of Manor, a subdivision in Travis County, Texas according to the map or plat of record in Volume 2, Page 223 of the Plat Records of Travis County, Texas, as shown in Exhibit “A” attached hereto and incorporated herein for all purposes (the “**ROW**”). The City Council of the City of Manor, Texas, has authorized conveyance of the ROW to abutting property owners in proportion to their ownership of the abutting ROW.

I/We do not wish to exercise my/our right to purchase any portion of the ROW, and I/we hereby release and assign to _____ (the “**ASSIGNEE**”), who own property abutting the ROW, any interest I/we may have to purchase a portion of the ROW in proportion to my/our ownership of abutting property, said portion more particularly described as follows:

PROPERTY:
(insert property description)

I/we hereby authorize the City of Manor, Texas to convey the Property to the **ASSIGNEE**, subject to the reserved drainage and public utility easements.

EXECUTED at _____, _____ County, Texas, this the ___ day of _____ 20__.

RELEASOR(S)

By: _____ (printed name)

By: _____ (printed name)

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20__.

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20__.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor

ORDINANCE NO. 744

Page 8

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

ORDINANCE NO. 744

Page 9

Exhibit “D”

**Right-of-Way Dedication Easement
[attached]**

ORDINANCE NO. 744

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

OLD MANOR-TAYLOR ROAD RIGHT-OF-WAY DEDICATION EASEMENT

DATE: _____, 2024

GRANTOR: Henrietta B. Velasquez, an individual, including its successors and assigns

GRANTOR'S MAILING ADDRESS (including county):

Henrietta B. Velasquez
14315 Old Manor Taylor Road
Manor, Texas 78653
Travis County

GRANTEE: City of Manor, a Texas municipal corporation, including its successors and assigns

GRANTEE'S MAILING ADDRESS (including county):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: None

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 0.006 acre right-of-way easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

ORDINANCE NO. 744

Page 11

EASEMENT PURPOSE: The right-of-way easement shall be dedicated to the public and used for the purpose of constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed facilities or improvements reasonably necessary and useful for a public right-of-way for streets, drives, drainage, public utilities, utility services, public places and other public uses (the “Facilities”).

EXCEPTIONS TO WARRANTY: This conveyance is made and accepted subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property and appearing of record in the Official Public Records of Travis County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property.

GRANT OF EASEMENT: Grantor, for the Consideration, and subject to the Exceptions to Warranty, does hereby grants, sells, conveys and dedicates unto Grantee and Grantee’s successors and assigns a permanent, public right-of-way easement (the “Easement”) in upon, over, on, under, above and across the Easement Property for the Easement Purpose, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor.

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Easement and the rights granted herein are exclusive, subject to all of the terms hereof.
2. The duration of the Easement is perpetual.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the same Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easements or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

ORDINANCE NO. 744

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

Henrietta B. Velasquez

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Henrietta B. Velasquez, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

ORDINANCE NO. 744

ACCEPTED:

Grantee: City of Manor, a Texas municipal corporation

By: _____
Scott Moore, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Scott Moore, City Manager, on behalf of the City of Manor, Texas, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

ORDINANCE NO. 744

Page 14

Exhibit "A"
Legal Description and Sketch of the Right-of-Way Easement Property



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 202
Austin, Texas, 78735-7822

EXHIBIT " _____ "

**PORTION OF
0.78 AC. HENRIETTE B. VELASQUEZ
(RIGHT-OF-WAY ABANDONMENT)**

**0.143 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.143 ACRES (APPROXIMATELY 6,235 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 0.78 ACRE TRACT CONVEYED TO HENRIETTA B. VELASQUEZ IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2002 AND RECORDED IN DOCUMENT NO. 2003002504 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.143 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the Approximate Centerline of Manor & Taylor Lane (R.O.W. Width not Specified) (Travis County Road Book, Precinct 1, Page 72), same being the east corner of a portion of an abandoned county road referenced in Documents Nos 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, being the south corner of a called 136.342 acre tract conveyed to Okra Land Incorporated in a Special Warranty Deed with Vendor's Lien, dated September 20, 2022 and recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas, being the south corner of a 1.00 acre tract described in Volume 12592, Page 1305 of the Real Property Records of Travis County, Texas, same being an angle point in the north line of a 32.950 acre tract conveyed in a Special Warranty Deed to Timmerman Commercial Development, LP, dated November 30, 2020 and recorded in Document No. 2020230923 of the official Public Records of Travis County, Texas, said 32.950 acres being as a portion of a called 55.312 acres, save and except the following two tract: 1) that certain 9.173 acre tract described in Document No. 2002093083 of the Official Public Records of Travis County, Texas, 2) that certain 13.189 acre tract described in Document No. 2017062033 of the Official Public Records of Travis County, Texas, and being the east corner of an Open Space/Drainage Lot of Shadowglen Phase 2, Section 25-26, according to the Map or Plat thereof recorded in Document No. 202100182 of the Official Public Records of Travis County, Texas;

THENCE North 27°02'56" East, with the approximate centerline of said Manor & Taylor Lane, same being the southeast line of the 136.342 acre tract, also being the northwest line of said 1.00 acre tract, a distance of **399.25 feet** to a calculated for the west corner of said 0.78 acre tract, same being the **POINT OF BEGINNING** and the west corner of herein described tract;

THENCE North 27°02'56" East, continuing with the approximate centerline of the Manor & Taylor Lane, with the southeast line of the 136.342 acre tract and the northwest line of the 0.78 acre tract, a distance of **339.63 feet** to a 1/2" rebar with "Chaparral" cap found in the west right-of-way line of F.M.973 (right-of-way width varies) as shown on CSJ 1200-02-022, being in the east line of the 136.342 acre tract, and being the north corner of the 0.78 acre tract and the herein described tract, from which a 1/2" rebar found for a point of curvature in the west right-of-way line of said F.M. 973 at Station 42+622.414 - 30.480 meters right, bears along said curve to the right, having a radius of 612.86 feet, a central angle of 17°51'34", an arc length of 191.03 feet and a chord that bears North 18°03'47" East, a distance of 190.26 feet;

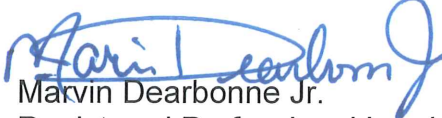
THENCE with the west curving right-of-way line to the left, having a radius of **612.86 feet**, a central angle of **5°19'19"**, an arc length of **56.93 feet** and a chord that bears **South 06°28'21" West**, a distance of **56.91 feet** to a calculated point for the east corner of the herein described tract, from which a TxDot Type II Monument with Disk found for a point of tangency in the west right-of-way line of F.M. 973 at Station 42+766.692 - 30.480 meters, bears along a curve to the left, having a radius of 612.86 feet a central angle of 23°34'02", an arc length of 252.09 feet, and a chord that bears South 07°58'20" East, a distance of 250.31 feet;

THENCE South 27°02'56" West, crossing the 0.78 acre tract, a distance of **286.38 feet** to a calculated point on the north line of the 1.00 acre tract, same being the south line of the 0.78 acre tract and being the south corner of the tract described herein;

THENCE North 62°53'51" West, with the north line of the 1.00 acre tract and the south line of the 0.78 acre tract, a distance of **20.00 feet** to the **POINT OF BEGINNING** of herein described tract, and containing 0.143 acres of land, more or less.

Surveyed on the ground June 2023. Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-RA2.dwg


Marvin Dearbonne Jr.
Registered Professional Land Surveyor
State of Texas No. 5697
T.B.P.E.L.S. Firm No. 10124500

19 MAR 24
Date



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.143 ACRES (APPROXIMATELY 6,235 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 0.78 ACRE TRACT CONVEYED TO HENRIETTA B. VELASQUEZ IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2013 AND RECORDED IN DOCUMENT NO. 2003002504 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	612.86'	5°19'19"	56.93'	S06°28'21"W	56.91'
C2	612.86'	17°51'34"	191.03'	N18°03'47"E	190.26'
C3	612.86'	23°34'02"	252.09'	S07°58'20"E	250.31'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N62°53'51"W	20.00'
L2	N63°25'37"W	25.86'

LEGEND

- ^{CH} 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ TxDOT TYPE II DISK FOUND
- △ CALCULATED POINT
- ⊙ FENCE POST FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- () RECORD INFORMATION

Marvin Dearbonne Jr. 19 MAR 2024



Chaparral

DATE OF SURVEY: 06/08/2023
 PLOT DATE: 03/19/24
 DRAWING NO.: 496-002-RA2
 PROJECT NO.: 496-002
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: EMD
 SHEET 1 OF 3

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 496-002-RA2

SHEET 3 OF 3
SHEET 2 OF 3

0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)

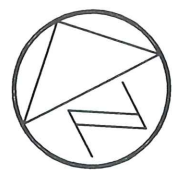
P.O.B.

L1

SUMNER BACON
SURVEY NO. 62

1.00 ACRE
FRANK VELASQUEZ
(12592/1305)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)



1" = 60'

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

(N30°00'00"E 399.25')
S27°02'56"W 399.25'

APPARENT R.O.W. OF
MANOR & TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

32.950 ACRES
TIMMERMAN COMMERCIAL
DEVELOPMENTS, LP
(2020230923)

SAID 32.950 ACRES
BEING A PORTION OF
A CALLED 55.312 ACRES
SAVE AND EXCEPT
THE FOLLOWING 2 TRACTS
9.173 ACRES
(2002093083)
13.189 ACRES
(2017062033)

P.O.C.

L2

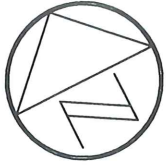
PORTION OF ABANDONED
COUNTY ROAD REFERRED
TO IN DOC. 2001205199,
2000046321 & 202100182

OPEN SPACE/DRAINAGE LOT
SHADOWGLEN PHASE 2
SECTIONS 25-26
(202100182)

APPROXIMATE SURVEY LINE

GREENBURY GATES
SURVEY NO. 63

Chaparral



1" = 60'

TXDOT CL STATION
42+622.414
30.480M RT
(100.00')

GREENBURY GATES
SURVEY NO. 63

SUMNER BACON
SURVEY NO. 62

APPROXIMATE SURVEY LINE

0.143 ACRES
APPROX. 6,235 SQ. FT.

APPARENT R.O.W. OF
MANOR & TAYLOR LANE
(R.O.W. WIDTH NOT SPECIFIED)
(TRAVIS COUNTY ROAD BOOK, PRECINCT 1 PAGE 72)

F.M. 973
(VARIABLE WIDTH R.O.W.)
(CSJ: 1200-02-022)

136.342 ACRES
OKRA LAND
INCORPORATED
(2022173856)

(N30°00'00"E 325.66')
N27°02'56"E 339.63'

S27°02'56"W 286.38'

TXDOT CL STATION
42+766.692
30.480M RT
(100.00')

0.78 ACRE
HENRIETTA B. VELASQUEZ
(2003002504)

APPROXIMATE CENTERLINE OF
MANOR & TAYLOR LANE

SHEET 3 OF 3
SHEET 2 OF 3

P.O.B.

0.143 ACRES
APPROX. 6,235 SQ. FT.
FRANK VELASQUEZ
(12592/1305)

Chaparral



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 15, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a naming policy for city-owned property and facilities in the City of Manor.

BACKGROUND/SUMMARY:

The City Council requested that a naming policy for city-owned property and facilities within the City be provided for City Council discussion and action. The attached policy is provided to the City Council for consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Naming Policy

STAFF RECOMMENDATION:

The City staff recommends that the City Council discuss and provide direction on the naming policy.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**

City of Manor, Texas Naming Policy

I. Policy and Principles.

A. Policy.

This policy is to establish uniform criteria and procedures for a change in name or adoption of a name for City of Manor, Texas (“City”) facilities, parks, or other city owned property suitable for naming. The roads and streets of the City are not eligible for this policy.

B. Principles.

The naming of City property is the placement of a permanent identity and given the limited public resources amenable to a name, the process is cautious and constrained to allow for meaningful names that tells the story of the City and creates a worthy and enduring legacy for the community.

II. Categories of Naming Requests.

This naming policy endorses three broad categories of naming requests, however, a suggestion outside of these categories will be considered given appropriate circumstances.

A. Exceptional Individuals.

Exceptional city leaders or individuals or entities that have made the City a better place through civic engagement.

B. Historic Events, Places, and Persons.

The history of a major event, places, or historic person that have shaped the history of the City, the State of Texas, or the nation.

C. Major Gifts.

Gifts of time, skills, resources, products, and money that deserve the recognition of community generosity.

III. General Principles.

A. Renaming City Property.

Renaming City property is not encouraged and should only be entertained after a full investigation of the history and context of the original name and potential impact of a name change. Names that have become ingrained, widely accepted, or are historical or commonly used names should be preserved whenever possible.

B. Naming and Renaming for Exceptional Individuals.

The following guidelines apply to naming or renaming requests for Exceptional Individuals:

1. Naming public facilities is encouraged only for persons who have historical significance and good reputations have been secured in the history and lore of the community, the state, or the nation.

2. Naming parks and recreational facilities is available for only deceased persons and should be given to those who have significant and lasting contributions to the City. Naming City property after state, national or international figures should be rare and only upon a substantial

demonstration of the figure's connection to or special importance in the City, the State of Texas, or the nation.

C. Naming and Renaming for Historic Events and Places.

When City property is located near or otherwise associated with events, places, and people of historic, cultural, or social significance, it is appropriate to consider naming such public facility after such events, places and people. The relationship of the public facility to the events, places, and people of historic, cultural, or social significance should be demonstrated through research and documentation. The appropriateness of naming the facility after such an event, place, or people is further supported if people of the City or the surrounding neighborhood have already identified the City property with the name of the historic event, the place of the historic event, or people involved in the historic event.

D. Naming and Renaming for Major Gifts.

1. On the occasion a gift is of such magnitude and generosity that naming the City property according to the request of the person, persons, entity or entities that made the gift may be considered. Renaming City property associated with a gift to refurbish that property is discouraged.

2. Further guidelines for naming and renaming City property include:

(a) The threshold for naming rights on City property include one or preferably more of the following: (i) deeding to the City most if not all of the land on which the facility to be named will be situated; (ii) payment of one-half or more of the capital costs of constructing the City property to be named (depending on the availability of matching funds or grants); (iii) some long-term endowment for the repair and maintenance of the City property; and (iv) the provision of significant program costs for City property that will serve the City's program needs.

3. Naming City property after a benefactor, either a person or entity, will be evaluated on its own merits. The City reserves the right to rename any public property where the person or entity subsequently acts in a disreputable way. No corporate logos, brands, insignias or direct advertising may be used for the naming of any City property.

E. General Considerations.

In considering any proposal to name or rename City property, the following questions should be considered:

1. Will the name have historical, cultural, and social significance for generations to come?

2. Will the name engender a strong and positive change?

3. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, state, or nation?

4. Will the name engender significant ties of friendship and mutual recognition and support within the community, state, or nation?

5. Will the name be identified with some major achievement or the advancement of the public good within the community, state, or nation?

6. Will the name be particularly suitable for the City property based on the location or history of the facility or the surrounding neighborhood?

7. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the facility?

8. Will the naming request that accompanies a financial gift result in undue commercialization of the facility?

IV. Procedure.

A. Application.

An application for the naming or renaming of City property must be submitted to the City Manager. The application must include the information requested on the application attached hereto as **Exhibit A** as well as any other pertinent information that the applicant desires the City to consider. The City Manager or the City Manager's designee will review the application and determine if the requested name or name change is consistent with this policy.

B. Naming Committee.

If the naming or renaming request is within these guidelines, the request will be submitted to a naming committee consisting of the City Manager, the Mayor, and the Mayor *pro tem*. If the naming or renaming involves City facilities, the Director in charge of such facility will be a part of the naming committee.

C. City Council Action.

If the naming committee approves the naming or renaming of the City property, the naming committee shall submit its recommendations to City Council. The City Council will hold a public hearing regarding the naming or renaming of the City property and receive public comment. City Council may approve a naming or renaming of City property by simple majority and entered into the public record by resolution.

D. City Council Denial.

If a request for a naming or renaming has been denied by the City Council, the request may not be considered for a two year period.

EXHIBIT A

**CITY OF MANOR
NAMING/RENAMING OF CITY PROPERTY APPLICATION**

PROPOSAL:

SIGNIFICANCE OF NAME:

IMPACT ON COMMUNITY:

OTHER INFORMATION TO CONSIDER:

DRAFT



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance Amending and Replacing Ordinance No. 724 setting the Compensation for the Mayor and Members of the City Council; Establishing Procedures and Forms for Receiving Compensation.

BACKGROUND/SUMMARY:

On November 1, 2023, the City Council adopted and approved Ordinance No. 724, which set compensation for the Mayor and Members of the City Council. Amending the ordinance will incorporate procedures and forms for receiving compensation and allow current and future governing body members to opt out of receiving compensation.

On May 1, 2024, the City Council gave direction to staff to proceed with an amended ordinance.

LEGAL REVIEW: Yes, Paige Saenz, City Attorney
FISCAL IMPACT: Yes
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 745 with Exhibits
- Ordinance No. 745 redline

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Ordinance No. 745 Amending and Replacing Ordinance No. 724 and Section 1.04.003 of the Code of Ordinances to set the Compensation for the Mayor and Members of the City Council; Establishing Procedures and Forms for Receiving Compensation.

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

ORDINANCE NO. 745

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING AND REPLACING ORDINANCE NO. 724 AND SECTION 1.04.003 OF THE CODE OF ORDINANCES TO SET THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL; ESTABLISHING PROCEDURES AND FORMS FOR RECEIVING COMPENSATION; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule municipality; and

WHEREAS, Texas Local Government Code, Section 141.004 authorizes the City Council of the City of Manor, Texas (the “City Council”) to set the amount of compensation for each officer of the City using a tier-based structure; and

WHEREAS, the Mayor and City Council have reviewed and considered the terms and conditions under which they receive compensation and have determined that compensation for the Mayor and members of the City Council should be set due to the increased scope of duties and responsibilities of a legislative body working in a dynamic, growing and increasingly complex environment;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

SECTION 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. Compensation. Section 1.04.003 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 1.04.003 – Compensation.

The City Council hereby establishes a tier-based structure of compensation for the Mayor and members of the City Council as follows:

(1) The Mayor shall be compensated at a minimum the amount of \$875.00 per month and up to a maximum amount of \$3,500.00 per month in accordance with the tier-structure as more particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth; and each of the other members of the City Council shall be compensated at a minimum the amount of \$625 per month and up to a maximum amount of \$2,500.00 per month in accordance with the tier-structure as more

ORDINANCE NO. 745

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particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth.

(2) The Mayor and members of the City Council shall receive compensation and have federal income tax withheld on the same basis as all other City of Manor, Texas employees.

(3) Compensation shall be received beginning with the month of October 2023.

(4) Within sixty days of taking office, each Councilmember shall submit to the City Secretary a completed City Council Compensation Plan using a form provided by the City that is substantially similar to that set forth in Exhibit B, in which the City Councilmember elects the compensation tier that they intend to meet. Each month on or before the report-submission deadline, each City Councilmember shall submit to the City Secretary a completed City Council Monthly Report using a form provided by the City that is substantially similar to that set forth in Exhibit C. The City Secretary shall establish a monthly report-submission deadline and shall provide the deadlines to the City Council. City Council Monthly Reports must be submitted by the deadline, or compensation for the prior month will be forfeited.

(5) The City Manager shall cause the Monthly Reports to be reviewed and payment issued to Councilmembers in the amounts authorized by this Ordinance. Notwithstanding the tier elected in the Compensation Plan, City Councilmembers shall be compensated each month the amount for the tier for which they qualified based on Exhibit A and the activities and attendance reported in the Monthly Report. In the event that a Councilmember disagrees with a determination of the compensation amount, the City Councilmember shall request the determination be reviewed by the City Council by submitting a written request for Council review within ten (10) days of the receipt of the disputed compensation.

(6) A City Councilmember may elect to decline to receive compensation by making the election on the Compensation Plan form. The City Councilmember may elect to reinstate compensation by submitting an updated completed Compensation Plan to the City Secretary. The City Councilmember shall begin to receive compensation for the month following the month in which the updated Compensation Plan is submitted. The City Councilmember will not be entitled to payment for the months in which the election to decline compensation is in effect.

(7) The City Manager is authorized to make modifications to the forms set forth in Exhibit B and Exhibit C that are consistent with this Ordinance.

SECTION 3. Funding. The funding for items in Section 2. above shall be provided from the Administration Salaries line item of the City's budget for fiscal year 2023-24 until such time as the budget for fiscal year 2023-24 is formally amended by a duly passed budget amendment.

SECTION 4. 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, the terms and provisions of this ordinance shall govern. This Ordinance replaces Ordinance No. 724.

ORDINANCE NO. 745

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SECTION 5. Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all requirements of the provisions of any ordinances affecting council compensation within the City which have accrued at the time of the effective date of this ordinance.

SECTION 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. 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, Texas Government Code, as amended.

[signatures follow on next page]

ORDINANCE NO. 745

PASSED AND APPROVED on this 15th day of May 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

**EXHIBIT A
City Council Compensation Tiers**

Tier	Mayor	City Council	Meeting Criteria and Compensation Guidelines
I	\$875	\$625	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) Other: Community Meetings and Events
II	\$875	\$625	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly- October, January, April, July)
III	\$875	\$625	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
IV	\$875	\$625	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year TML Region – 10 Board Member, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
			*Active attendance and participation and providing an update to City Council is a requirement
Total	\$3,500	\$2,500	

ORDINANCE NO. 745

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Exhibit B
City Council Compensation Plan

Manor City Council Compensation Plan Fiscal Year _____

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

Tier	Mayor	City Council	Meeting Criteria and Compensation Guidelines
I	\$875	\$625	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	\$875	\$625	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly- October, January, April, July)
III	\$875	\$625	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
			*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year
IV	\$875	\$625	TML Region - 10 Board Member, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
			*Active attendance and participation and providing an update to City Council is a requirement
Total	\$3,500	\$2,500	

Committee Commitments

Committee Name	Description	Meeting Schedule

- Meeting schedule should list whether the committee meets monthly or bi-monthly, days, time, in-person, hybrid, or virtual meetings
- Meeting Notes and Reports should be archived in Microsoft Teams
- Agenda and Summary Minutes must be submitted to the City Secretary to archive
- As appropriate, each committee should solicit or utilize relevant and recent community input data and host a forum, virtual meet, Town Hall, etc.
- Quarterly Reports Due: The second regular council meeting of the month (October, January, April, July)
- All committee recommendations require City Council approval
- Committee Chair is indicated with “ * ”

Government & Community Engagement

Individual/Group	Purpose	Frequency
HOA:		
County:		
State:		
ESD:		
EMS:		
US:		
Other:		

Personal Community Engagement Events

Event Type	Purpose	Date	Frequency

Texas Municipal League Participation

Event	Purpose of Event	Date

- TML Region 10
- TML Leadership Academy
- TML Training Sessions
- TML Conference

Regional Leadership Opportunities

Committee	Purpose	Meeting Frequency

Agreement

I _____, plan to meet at least the minimum expectations of Tier _____ Level of work during the fiscal year _____. I understand that compensation is based on meeting the attendance policy and the base level(s) expectations. I agree that failure to meet the expectations could result in loss of compensation or more. City Council will determine any such rulings, as well as determine if any waivers/exceptions or exemptions are necessary. All plans must be approved by a majority City Council vote. I further understand that I must submit this report monthly by the report-submission deadline provided by the City Secretary. I agree that failure to submit a monthly report by the deadline will result in forfeiture of my compensation for the prior month.

Name: _____ Date: _____

Signature: _____

Form to Decline Council Compensation

By signing below, I hereby elect to decline compensation from the City for my services as a Councilmember as authorized by Ordinance No. 745. I understand that I am still eligible to have my reasonable and authorized expenses reimbursed.

I understand that Texas law prohibits persons from holding more than one paid public office, and that I will not be able to hold another paid public office by declining Council compensation.

I further understand that I may revoke my election to decline compensation by submitting a completed City Council Compensation Plan to the City Secretary, and that compensation will begin for the month following the month in which the updated Compensation Plan is submitted. I acknowledge that I will not be entitled to payment for the months in which the election to decline compensation is in effect.

Name: _____ Date: _____

Signature: _____

ORDINANCE NO. 745

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Exhibit C
City Council Monthly Report

Manor City Council Monthly Report

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

A completed form MUST be turned in monthly report-submission deadline provided by the City Secretary, or compensation for the prior month will be forfeited.

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly – October, January, April, July)
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year
IV	TML Region - 10 Board Member, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and providing an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions

Type of Meeting	Date	Description

City Council Workshops

Type of Meeting	Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly - October, January, April, July)

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2 per year)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Texas Municipal League (TML)

Type	Date	Description	Hours

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

TIER 4

Tier	Meeting Criteria and Compensation Guidelines
IV	TML Region - 10 Board Member, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and providing an update to City Council is a requirement

Regional Meetings

Group Name	Date	Description	Hours

Other

Type of Meeting	Date	Description

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING AND REPLACING ORDINANCE NO. 724 AND SECTION 1.04.003 OF THE CODE OF ORDINANCES TO SETTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL; ESTABLISHING PROCEDURES AND FORMS FOR RECEIVING COMPENSATION; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule municipality; and

WHEREAS, Texas Local Government Code, Section 141.004 authorizes the City Council of the City of Manor, Texas (the “City Council”) to set the amount of compensation for each officer of the City using a tier-based structure; and

WHEREAS, the Mayor and City Council have reviewed and considered the terms and conditions under which they receive compensation and have determined that compensation for the Mayor and members of the City Council should be set due to the increased scope of duties and responsibilities of a legislative body working in a dynamic, growing and increasingly complex environment;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

SECTION 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. Compensation. Section 1.04.003 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 1.04.003 – Compensation.

The City Council hereby establishes a tier-based structure of compensation for the Mayor and members of the City Council as follows:

(1) The Mayor shall be compensated at a minimum the amount of \$875.00 per month and up to a maximum amount of \$3,500.00 per month in accordance with the tier-structure as more particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth; and each of the other members of the City Council shall be compensated at a minimum the amount of \$625 per month and up to a maximum amount of \$2,500.00 per month in accordance with the tier-structure as more

ORDINANCE NO. 724

Page 2

particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth.

(2) The Mayor and members of the City Council shall receive compensation and have federal income tax withheld on the same basis as all other City of Manor, Texas employees.

(3) Compensation shall be received beginning with the month of October 2023.

(4) Within sixty days of taking office, each Councilmember shall submit to the City Secretary a completed City Council Compensation Plan using a form provided by the City that is substantially similar to that set forth in Exhibit B, in which the City Councilmember elects the compensation tier that they intend to meet. Each month on or before the report-submission deadline, each City Councilmember shall submit to the City Secretary a completed City Council Monthly Report using a form provided by the City that is substantially similar to that set forth in Exhibit C. The City Secretary shall establish a monthly report-submission deadline and shall provide the deadlines to the City Council. City Council Monthly Reports must be submitted by the deadline, or compensation for the prior month will be forfeited.

(5) The City Manager shall cause the Monthly Reports to be reviewed and payment issued to Councilmembers in the amounts authorized by this Ordinance. Notwithstanding the tier elected in the Compensation Plan, City Councilmembers shall be compensated each month the amount for the tier for which they qualified based on Exhibit A and the activities and attendance reported in the Monthly Report. In the event that a Councilmember disagrees with a determination of the compensation amount, the City Councilmember shall request the determination be reviewed by the City Council by submitting a written request for Council review within ten (10) days of the receipt of the disputed compensation.

(6) A City Councilmember may elect to decline to receive compensation by making the election on the Compensation Plan form. The City Councilmember may elect to reinstate compensation by submitting an updated completed Compensation Plan to the City Secretary. The City Councilmember shall begin to receive compensation for the month following the month in which the updated Compensation Plan is submitted. The City Councilmember will not be entitled to payment for the months in which the election to decline compensation is in effect.

(7) The City Manager is authorized to make modifications to the forms set forth in Exhibit B and Exhibit C that are consistent with this Ordinance.

SECTION 3. Funding. The funding for items in Section 2. above shall be provided from the Administration Salaries line item of the City's budget for fiscal year 2023-24 until such time as the budget for fiscal year 2023-24 is formally amended by a duly passed budget amendment.

SECTION 4. 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, the terms and provisions of this ordinance shall govern. This Ordinance

ORDINANCE NO. 724

Page 3

replaces Ordinance No. 724.

SECTION 5. Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all requirements ~~violations~~ of the provisions of any ordinances affecting subdivision council compensation within the City which have accrued at the time of the effective date of this ordinance; ~~and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.~~

SECTION 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. 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, Texas Government Code, as amended.

[signatures follow on next page]

ORDINANCE NO. 724

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PASSED AND APPROVED on this ___ day of ~~May~~November 20243.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A
City Council Compensation Tiers

<u>Tier</u>	<u>Mayor</u>	<u>City Council</u>	<u>Meeting Criteria and Compensation Guidelines</u>
<u>I</u>	<u>\$875</u>	<u>\$625</u>	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) Other: Community Meetings and Events
<u>II</u>	<u>\$875</u>	<u>\$625</u>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly- October, January, April, July -)
<u>III</u>	<u>\$875</u>	<u>\$625</u>	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
<u>IV</u>	<u>\$875</u>	<u>\$625</u>	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year TML Region – 10 Board Member Board Member, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
			*Active attendance and participation and providing an update to City Council is a requirement
<u>Total</u>	<u>\$3,500</u>	<u>\$2,500</u>	

ORDINANCE NO. 724

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Exhibit B
City Council Compensation Plan

Manor City Council Compensation Plan

Fiscal Year

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

Tier	Mayor	City Council	Meeting Criteria and Compensation Guidelines
I	\$875	\$625	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	\$875	\$625	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of <u>46</u> meetings per year, and provide meeting notes/reports to the City Council <u>on the second regular council meeting of the month</u> (Quarterly- <u>October, January, April, July -</u>)
			*Request budget funding as necessary
III	\$875	\$625	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
			*Participate/Speak at <u>the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year and earn at least 8-16 TML credit hours.</u>
IV	\$875	\$625	TML Region - 10 <u>Involvement Board Member</u> , State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council

			*Active attendance and participation and <u>providing</u> provide an update to City Council is a requirement
Total	\$3,500	\$2,500	

Committee Commitments

Committee Name	Description	Meeting Schedule

- Meeting schedule should list ~~id~~whether the committee meets monthly or bi-monthly, days, time, in-person, hybrid, or virtual meetings
- Meeting Notes and Reports should be archived in Microsoft Teams
- Agenda and Summary Minutes must be submitted to the City Secretary to archive
- As appropriate, each committee should solicit or utilize relevant and recent community input data and host a forum, virtual meet, Town Hall, etc.
- ~~Committee Budget Requests Due first Monday in August (annually)~~
- Quarterly Reports Due: The second regular council meeting of the month (October, January, April, July)
- All committee ~~action-recommendations requires-require~~ City Council approval
- Committee Chair is indicated with “ * ”

Government & Community Engagement

Individual/Group	Purpose	Frequency
HOA:		
County:		
State:		
ESD:		
EMS:		
US:		
Other:		

Personal Community Engagement Events

Event Type	Purpose	Date	Frequency

Texas Municipal League Participation

Event	Purpose of Event	Date

- [TML Region 10](#)
- [TML Leadership Academy](#)
- [TML Training Sessions](#)
- [TML Conference](#)

Regional Leadership Opportunities

Committee	Purpose	Meeting Frequency

Agreement

I _____, plan to meet at least the minimum expectations of Tier _____ Level of work during the fiscal year _____. I understand that compensation is based on meeting the attendance policy and the base level(s) expectations. I agree that failure to meet the expectations could result in loss of compensation or more. City Council will determine any such rulings, as well as determine if any waivers/exceptions or exemptions are necessary. All plans must be approved by a majority City Council vote. [I further understand that I must submit this report monthly by the report-submission deadline provided by the City Secretary. I agree that failure to submit a monthly report by the deadline will result in forfeiture of my compensation for the prior month.](#)

Name: _____ Date: _____

Signature: _____

Form to Decline Council Compensation

By signing below, I hereby elect to decline compensation from the City for my services as a Councilmember as authorized by Ordinance No. _____ . I understand that I am still eligible to have my reasonable and authorized expenses reimbursed.

I understand that Texas law prohibits persons from holding more than one paid public office, and that I will not be able to hold another paid public office by declining Council compensation.

I further understand that I may revoke my election to decline compensation by submitting a completed City Council Compensation Plan to the City Secretary, and that compensation will begin for the month following the month in which the updated Compensation Plan is submitted. I acknowledge that I will not be entitled to payment for the months in which the election to decline compensation is in effect.

Name: _____ Date: _____

Signature: _____

ORDINANCE NO. 724

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Exhibit C
City Council Monthly Report

Manor City Council Monthly Report

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

A completed form MUST be turned in monthly report-submission deadline provided by the City Secretary, or compensation for the prior month will be forfeited.

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 6 meetings per year, and provide meeting notes/reports to the City Council <u>on the second regular council meeting of the month</u> (Quarterly — <u>October, January, April, July</u>)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at <u>the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours and earn at least 8-16 TML credit hours per year</u>
IV	TML Region - 10 Involvement <u>Board Member</u> , State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and <u>provide-providing</u> an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies).

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description

Other Meetings/City Council Workshops

Type of Meeting	Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 6 meetings per year, and provide meeting notes/reports to the City Council <u>on the second regular council meeting of the month</u> (Quarterly - <u>October, January, April, July</u>)
	* <u>Request budget funding as necessary</u>

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, <u>and earn at least 8-16 TML credit hours per year and earn at least 8-16 TML credit hours</u>

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2 [per year](#))

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

[Other Texas Municipal League \(TML\)](#)

Type	Date	Description	Hours

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

TIER 4

Tier	Meeting Criteria and Compensation Guidelines
IV	TML Region - 10 Involvement <u>Board Member</u> , State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide <u>providing</u> an update to City Council is a requirement

Regional Meetings

Group Name	Date	Description	<u>Hours</u>

Other

Type of Meeting	Date	Description

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

RESOLUTION NO. 2024-16**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, REQUESTING THE RELEASE OF A PORTION OF THE EXTRATERITORIAL JURISDICTION OF THE CITY OF AUSTIN, TEXAS TO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANOR, TEXAS.**

WHEREAS, the Cities of Austin, Texas and Manor, Texas are located within Travis County Texas and are adjacent or otherwise share certain common boundaries of extraterritorial jurisdiction and corporate limits; and

WHEREAS, a tract of land consisting of approximately 146.920 acres is located within the extraterritorial jurisdiction of the City of Austin, Texas as more particularly described and depicted on Exhibit "A" attached hereto (the "**Property**"); and

WHEREAS, the owner of the Property desires to have the Property (the "**ETJ Tract**") be released from the City of Austin, Texas' extraterritorial jurisdiction and become a part of the extraterritorial jurisdiction of the City of Manor, Texas (the "**City**") in order to develop the Property as an industrial park with an amphitheater to preserve the cultural history of the City; and

WHEREAS, a release of the ETJ Tract from the City of Austin, Texas is necessary in order to develop the Property while preserving the cultural history of the City; and

WHEREAS, the City Council of the City of Manor, Texas (the "**City Council**") has determined that it is in the best interest of the City to have the development of the Property and the preservation of the City's cultural history by requesting the release of the ETJ Tract from the City of Austin, Texas and adjust the extraterritorial jurisdiction of the City so that the ETJ Tract becomes a part of the extraterritorial jurisdiction of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, 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 Council hereby directs the City Manager of the City to request the release of the ETJ Tract from the City of Austin, Texas and adjust the extraterritorial jurisdiction of the City so that the ETJ Tract becomes a part of the extraterritorial jurisdiction and corporate limits of the City of Manor.

SECTION 3. 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 _____ day of _____, 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

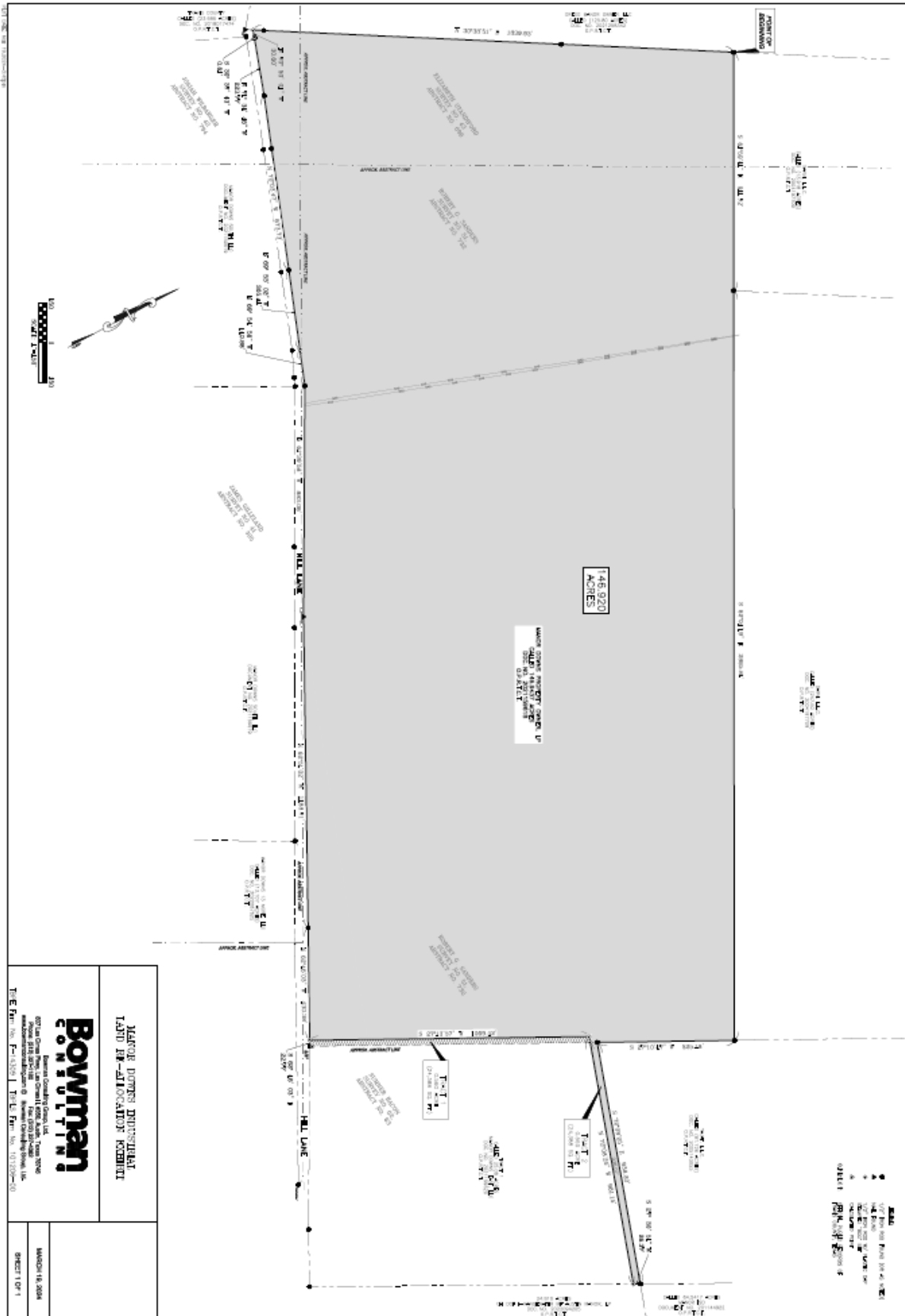
THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

Exhibit "A"
Property
[attached]



146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

FIELD NOTES DESCRIPTION

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 61° 59' 41" E, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

THENCE S 62° 04' 19" E, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 27° 10' 47" W, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

THENCE S 72° 08' 25" E, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

THENCE S 27° 30' 51" W, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

THENCE N 72° 08' 25" W, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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THENCE S 27° 13' 57" W, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

THENCE with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

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THENCE N 30° 38' 51" E, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **1,839.93 feet** to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0,0.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Daniel Cogburn, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

Daniel Cogburn 3/19/2024

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Daniel Cogburn
Registered Professional Land Surveyor
No. 6894 – State of Texas

