



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, November 02, 2022 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

*Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting. **No Action May be Taken by the City Council During Public Comments.***

CONSENT AGENDA

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

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the October 19, 2022, City Council Regular Meeting.**

Submitted by: Lluvia T. Almaraz, City Secretary

REGULAR AGENDA

- 2. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Industrial (IN-1) to Multi-Family 25 (MF-2).**

Applicant: Kenneth Tumlinson

Owner: Kenneth Tumlinson

Submitted by: Scott Dunlop, Development Services Director

3. Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Wastewater Treatment Plant (WWTP) Improvements project.

Submitted by: Tyler Shows, EIT, City Engineer

4. Consideration, discussion and possible action on a Resolution accepting the petition for annexation of 93.775 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.

Submitted by: Scott Dunlop, Development Services Director

5. Consideration, discussion, and possible action on a resolution authorizing the City Manager to submit an application to the Economic Development Administration (EDA) Public Works Program for a \$1.5 Million Economic Adjustment grant.

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 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the EntradaGlen PID*

OPEN SESSION

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

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, October 28, 2022, 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 72 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org .



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 2, 2022
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 October 19, 2022, City Council Regular Meeting.

BACKGROUND/SUMMARY:

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

- October 19, 2022, City Council Regular Meeting

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the City Council Minutes of the October 19, 2022, City Council Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
OCTOBER 19, 2022**

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 (Absent)
- Vacant, Place 6

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Lydia Collins, Director of Finance
- Ryan Phipps, Chief of Police
- Denver Collins, Captain
- Scott Jones, Economic Development Director
- Phil Green, IT Director
- Tracey Vasquez, HR Manager
- Sarah Friberg, Court Administrator
- Matthew Woodard, Public Works Director
- Veronica Rivera, Assistant City Attorney

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 7:00 p.m. on Wednesday, October 19, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PROCLAMATIONS

A. Declaring the week of November 7 – November 11, 2022, as “Municipal Court Week”

Mayor Harvey read and presented proclamation to Sarah Friberg, Court Administrator.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and spoke in regard to the license agreement with the City of Manor and Austin Bocce League. Mr. Battaile expressed his frustration regarding the closure of the Bocce Ball Courts and stated he would sue the city if the Bocce Ball Courts were not open by Wednesday of the following week.

Manuel Dasilva, 31728 Andrew Johnson St., Manor, Texas, submitted a speaker card and spoke in support of the Bocce Ball Courts and asked the City Council to reconsider and reopen the courts. Mr. Dasilva stated he was no longer associated with the Austin Bocce League and didn't support the measures the League was taking.

Mayor Harvey clarified that all city projects should be approved by City Council prior to the construction to make sure all safety measures are met and done correctly. He stated that due to complaints that were received regarding safety concerns with the bocce courts, the city had to close the courts down until further notice.

Anissa Jackson, 13001 Tindel St., Manor, Texas, submitted a speaker card and spoke in regard to the lack of animal control the city was facing. Ms. Jackson stated that she was recently attacked by stray dogs and now was unable to walk her own dog in her neighborhood due to safety concerns. She also expressed her concerns regarding the sidewalk parking issues in her subdivision. She asked City Council's assistance for these matters.

Lauren Moore, 18105 Skysail Dr., Manor, Texas, submitted a speaker card and spoke in regard to the lack of animal control the city was facing. She stated that her cat was recently killed by dogs she tried to help. Ms. Moore stated that she had reached out to the Austin Animal Center but was informed that they were not taking any animals. She also stated that she had reached out to Manor PD but was informed that the city didn't have any resources for animal control at this time. She is requesting accountability from the city.

Joel Ford, 12924 Shipbell Dr., Manor, Texas, submitted a speaker card and spoke in regard to the lack of animal control the city was facing. He stated that his cat was recently killed by a stray dog. Mr. Ford stated that Manor PD was informed of animal concerns but was told that the city didn't have any resources for animal control at this time. He also stated that he had reached out the county, but they couldn't provide assistance. He is requesting for the City Council to assist in the matter.

Chief Phipps gave an update on the animal control dilemma within the city. He discussed the procedures that are taken by Manor PD when a call was received regarding any animal. He confirmed that the city had an agreement with the county but due to the overflow of animals the county was not able to house additional animals at this time. He gave a brief statistical report of animal concerns from the Bell Farms, Carriage Hills and Manor Commons subdivisions.

Chief Phipps explained how the animal control position had been hard to fill and it is currently vacant. He is hoping that the position fills quickly and plans to have an action in place regarding the animal control situation.

Raymond Lee with 709 Lexington LLC, Austin, Texas, submitted a speaker card and spoke in regard of acquiring the alleyway on 709 Lexington Street. He asked the City Council to consider and accept his proposal. He briefly discussed the proposed project for the Bloor House.

No one else appeared at this time.

PUBLIC HEARINGS

1. Conduct a public hearing on an Ordinance rezoning 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Industrial (IN-1) to Multi-Family 25 (MF-2).

Applicant: Kenneth Tumlinson; Owner: Kenneth Tumlinson

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

Mayor Harvey opened the public hearing.

Director of Development Services Dunlop discussed the proposed rezoning request.

Discussion was held regarding the uses for MF-2 development.

Craig Swanson with Marcus & Millichap, 9600 N. Mopac Expressway, Suite 300, Manor, Texas, submitted a speaker card in support of this item. Mr. Swanson discussed the proposed rezoning request on behalf of his client.

Mayor Harvey asked if Mr. Swanson had contacted Economic Development Director, Scott Jones to discuss other industrial development options. Mr. Swanson confirmed that he hadn't communicated with Mr. Jones and would consider the discussion for other options if needed.

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

Council Member Deja Hill asked if the city had received comments from adjacent neighbors regarding zoning changes. Development Services Director Dunlop confirmed that the city did not receive any comments or concerns.

There was no further discussion.

Motion to close carried 6-0

- 2. Conduct a public hearing on regarding the submission of a Rezoning Application for 10 acres, more or less, out of the Greenbury Gates Survey No. 63, and being located at 11712 Arnhamn Lane, Manor, TX.**

Applicant: Baeza Engineering, PLLC; Owner: John and Sandy Kerr

The city staff recommended that the City Council postpone the Public Hearing to the November 16, 2022, Regular Council Meeting due to reposting notifications.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to postpone the Public Hearing to the November 16, 2022, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 6-0

CONSENT AGENDA

- 3. Consideration, discussion, and possible action to approve the City Council Minutes.**
 - **December 11, 2021, City Council Workshop – Teambuilding; and**
 - **October 3, 2022, City Council Special Meeting**
- 4. Consideration, discussion, and possible action on the acceptance of the September 2022 Departmental Reports.**
 - **Economic Development – Scott Jones, Economic Development Director**
 - **Development Services – Scott Dunlop, Development Services Director**
 - **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
 - **Police – Ryan Phipps, Chief of Police**
 - **Municipal Court – Sarah Friberg, Court Clerk**
 - **Public Works – Michael Tuley, Director of Public Works**
 - **Finance – Lydia Collins, Director of Finance**
 - **Human Resources – Tracey Vasquez, HR Manager**
 - **IT – Phil Green, IT Director**
 - **Administration – Lluvia T. Almaraz, City Secretary**

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

There was no further discussion.

Motion to approve carried 6-0

REGULAR AGENDA

5. **First Reading: Consideration, discussion, and possible action on an Ordinance rezoning 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Industrial (IN-1) to Multi-Family 25 (MF-2).**
Applicant: Kenneth Tumlinson; Owner: Kenneth Tumlinson

The city staff recommended that the City Council approve the first reading of an Ordinance rezoning 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Industrial (IN-1) to Multi-Family 25 (MF-2).

Development Services Dunlop discussed the proposed rezoning request.

Discussion was held regarding current zoning regulations uses within the area.

Discussion was held regarding postponement of item to give additional time for discussion with Economic Development Director.

Discussion was held regarding potential users for the current industrial property.

Discussion was held regarding potential concerns from residents for current zoning uses of industrial development.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the first reading of an Ordinance rezoning 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Industrial (IN-1) to Multi-Family 25 (MF-2).

Council Member Weir suggested for the item to be postpone to give additional time for Economic Development Director Jones to be able speak to the applicant.

Assistant City Attorney Rivera suggested that City Council could substitute a motion if postponement was being considered.

MOTION: Upon a substitute motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to postpone item to the November 2, 2022, Regular Council Meeting.

There was no further discussion.

Motion to approve substitute motion carried 5-1 (Mayor Harvey voted against)

6. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning 10 acres, more or less, out of the Greenbury Gates Survey No. 63, and being located at 11712 Arnham Lane, Manor, TX.

Applicant: Baeza Engineering, PLLC; Owner: John and Sandy Kerr

The city staff recommended that the City Council postpone item to the November 16, 2022, Regular Council Meeting due to reposting notifications.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Wallace, to postpone item to the November 16, 2022, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 6-0

7. Consideration, discussion, and possible action on alternate public transportation services for the City of Manor.

The city staff recommended that the City Council direct the Administration to gather additional alternate public transportation service options for future discussion and action in November 2022.

Discussion was held regarding different options that the city could conduct for public transportation within the city.

Discussion was held regarding potential agreement regulations for bus services, if needed.

Discussion was held on what other surrounding cities have used for bus services within their city limits besides CapMetro.

Discussion was held regarding current routes that are being utilized.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Weir, to direct the Administration to gather additional alternate public transportation service options for future discussion and action in November 2022.

There was no further discussion.

Motion to approve carried 6-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:26 p.m. on Wednesday, October 19, 2022, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071 Consultation with Attorney and Section 1.05, Texas Disciplinary Rules of Professional Conduct - Regarding Interlocal Agreement for Fire Code Enforcement Services; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the EntradaGlen PID; and Section 551.072, Texas Government Code to deliberate the value and conveyance of the City's interest in real property at 8:26 p.m. on Wednesday, October 19, 2022.*

The Executive Session was adjourned at 10:18 p.m. on Wednesday, October 19, 2022

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 10:18 p.m. on Wednesday, October 19, 2022.

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

8. Consideration, discussion and possible action on an Interlocal Agreement for Fire Code Enforcement Services.

The city staff recommended that the City Council approve the Interlocal Agreement for Fire Code Enforcement Services between Travis County Emergency Service District No. 12 and the City of Manor.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve the Interlocal Agreement for Fire Code Enforcement Services between Travis County Emergency Service District No. 12 and the City of Manor.

There was no further discussion.

Motion to approve carried 4-2 (Council Member Deja Hill and Council Member Amezcua voted against)

9. Consideration, discussion and possible action on an Interlocal Agreement for Enforcement of Travis County Fire Code Between Travis County and City of Manor.

No Action Taken

10. Consideration, discussion and possible action on an Interlocal Agreement Between Travis County and the City of Manor for Enforcement of Travis County Fire Code for Work in Progress.

No Action Taken

11. Consideration, discussion and possible action on an Ordinance of the City of Manor, Texas, Authorizing the Designation of Fire Marshal, making findings of fact, providing a savings clause, providing an effective date and providing for certain related matters.

The city staff recommended that the City Council approve Ordinance No. 676 designating the Fire Marshal for the City of Manor.

Assistant City Attorney Rivera advised that the City Council designate the Fire Marshal for City of Manor based on the entity that was chosen and approved for Item No. 8.

Ordinance No. 676: An Ordinance of The City of Manor, Texas, Authorizing the Designation of Fire Marshal; Making Findings of Fact; Providing a Savings Clause; Providing an Effective Date; and Providing for Certain Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve ordinance No. 676 designating the Fire Marshal for the City of Manor.

There was no further discussion.

Motion to approve carried 6-0

12. Consideration, discussion and possible action on the First Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District.

Jordan and Pete Dwyer with Dwyer Realty Companies submitted a speaker card in support of this item; however, they did not wish to speak but were available to answer any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approved the agreement as presented providing a 30 day extension to the dissolution provision which currently is 10/31/22 to 11/30/22 so that the parties can come to a final agreement to be presented to City Council at the November 16, 2022, council meeting

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 10:18 p.m. on Wednesday, October 19, 2022.

These minutes approved by the Manor City Council on the 2nd day of November 2022. (*Audio recording archived*)

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 2, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Industrial (IN-1) to Multi-Family 25 (MF-2).

Applicant: Kenneth Tumlinson

Owner: Kenneth Tumlinson

BACKGROUND/SUMMARY:

This property was annexed in 2017 and zoned to Light Industrial in December 2017. The property has some light industrial uses on adjacent lots and included this undeveloped acreage in that zoning request because they were considering it for future industrial expansion. This tract is directly adjacent to single family homes in the Stonewater Subdivision. On the draft Future Land Use Map in the Comprehensive Plan this tract/area is shown as Mixed-Density Neighborhood, which is residential use with densities between 12-25 units per acre. MF-2 allows up to 25 units per acre.

P&Z voted 4-1 to approved MF-1 (Multi-family 15)

This item was postponed at the September 21, 2022, Regular Council Meeting and the October 19, 2022, Regular Meeting.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Aerial Image
- Future Land Use Map
- Notice
- Mailing Labels

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the first reading of an ordinance rezoning 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Industrial (IN-1) to Multi-Family 25 (MF-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X - MF-1		

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT INDUSTRIAL (IN-1) TO MULTI-FAMILY 25 (MF-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 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 Light Industrial (IN-1) to zoning district Multi-family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-family 25 (MF-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 21st day of September 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of October 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:
12200 Tower Road, Manor, TX 78653

Property Legal Description:

Mr. Kenneth Tumlinson
40 La Jolla Cir
Montgomery, TX 77356
August 18, 2022

Mr. Scott Dunlop
Development Services Director
City of Manor
105 E Eggleston St.
Manor, TX 78653

RE: Zoning Application, 12200 Tower Rd

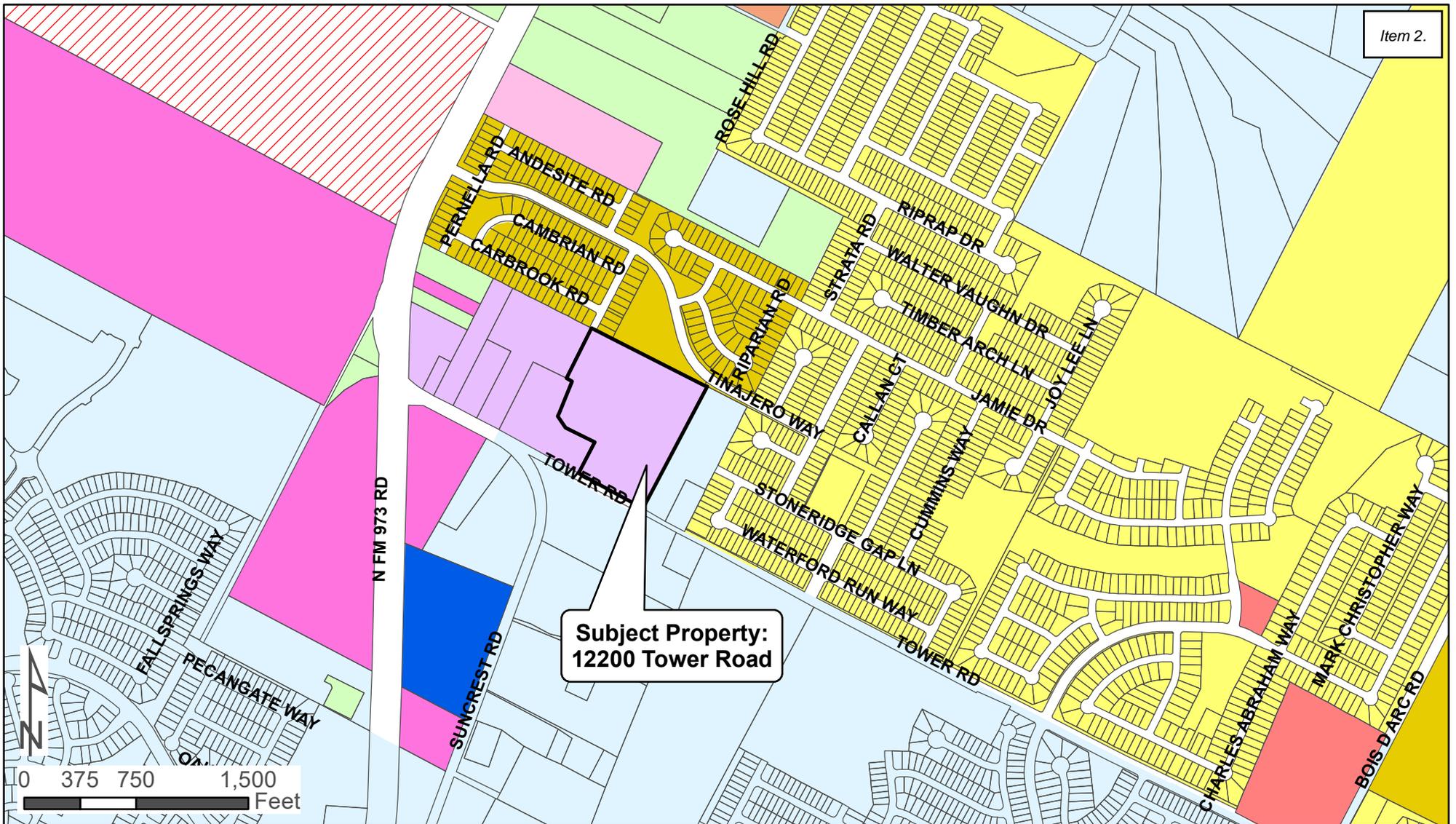
Dear Mr. Dunlop,

I am requesting that the City of Manor accept my zoning application for the above referenced property and change the zoning to MF-2. MF-2 zoning is the highest and best use for the property given the current economic climate, housing demand and the relatively small size of this parcel. Over the last 21 years I've owned the property, I've investigated demand for industrial use but have found that the parcel is too small for viability. My intention is to change the zoning and sell or partner with a multifamily developer to develop the property.

Thank you for considering this request.

Sincerely,

Mr. Kenneth Tumlinson

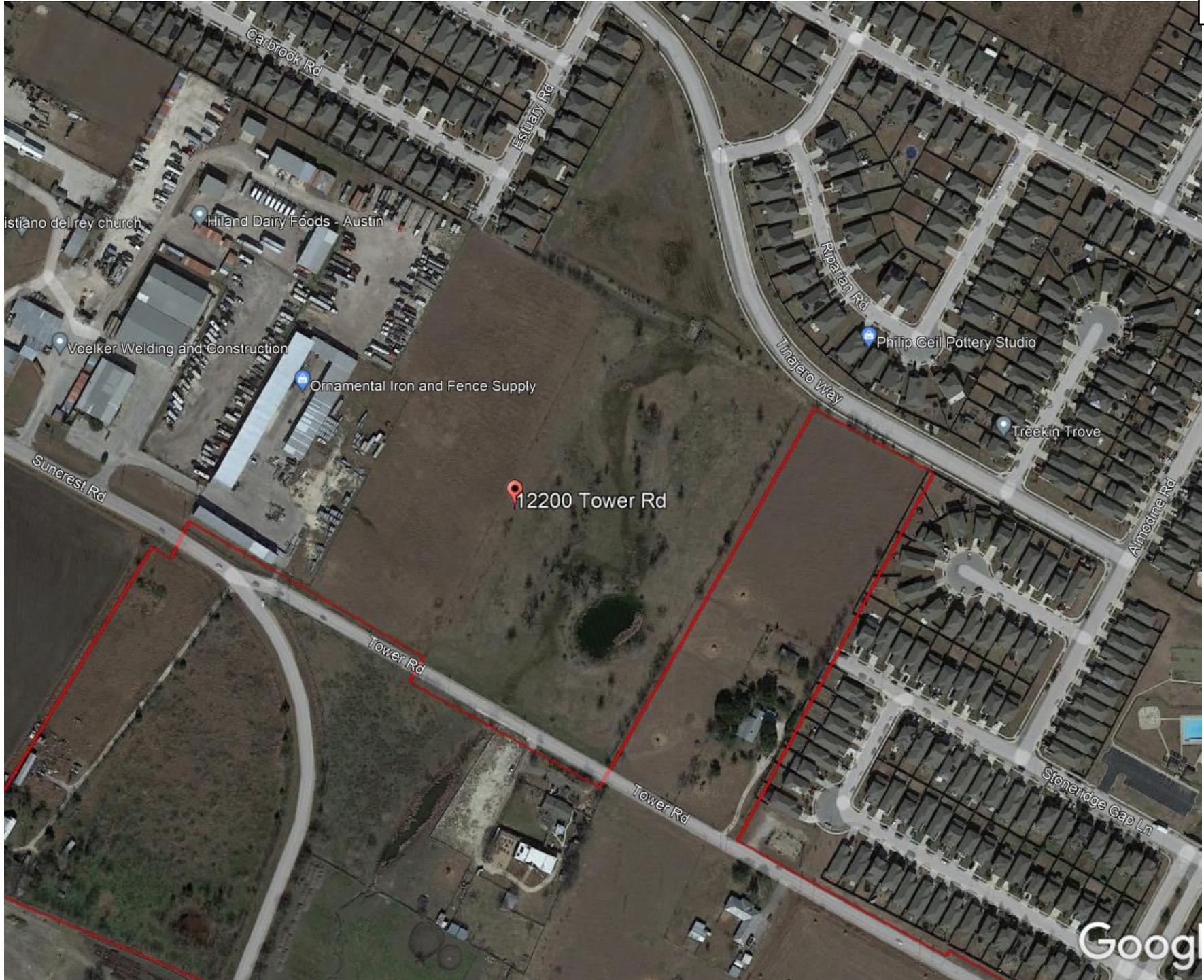


Current:
Light Industrial (IN-1)

Proposed:
Multi-Family 25 (MF-2)

Zone

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



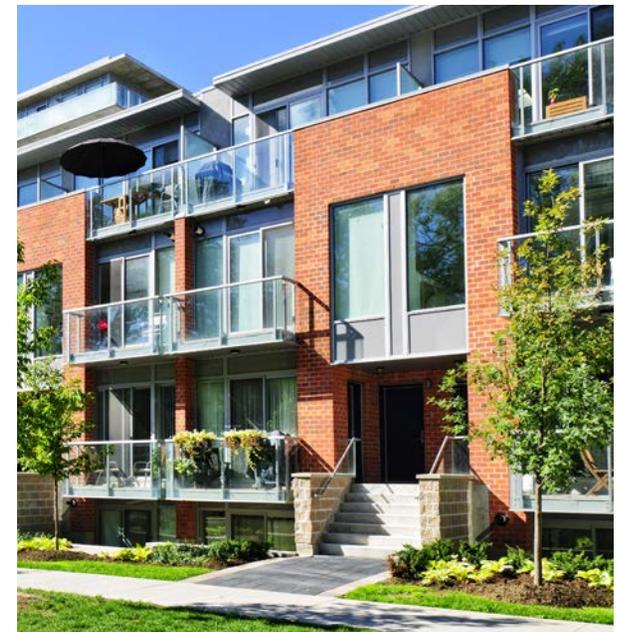
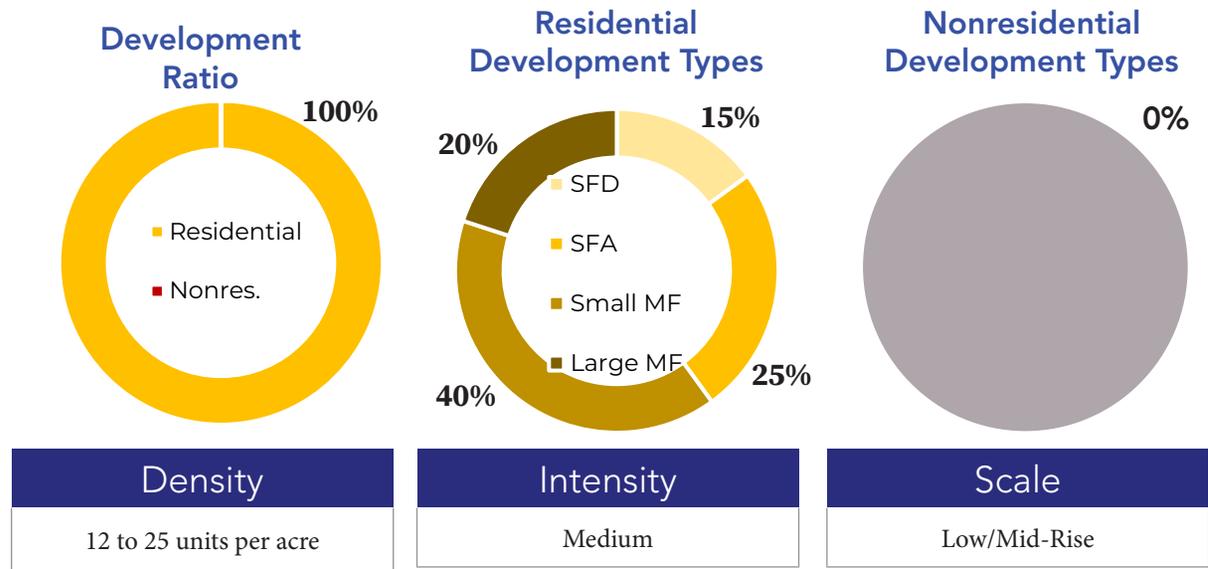
MIXED DENSITY NEIGHBORHOODS

Mixed Density Neighborhoods primarily support a mix of housing options that may consist of one or more of the following housing types from more dense single family homes to small multifamily, with a higher proportion of attached, missing middle, and multifamily products than the Neighborhood category.

The mixed density neighborhood areas are intended to diversify residential areas and allow for infill of different housing types among new or existing single family homes.

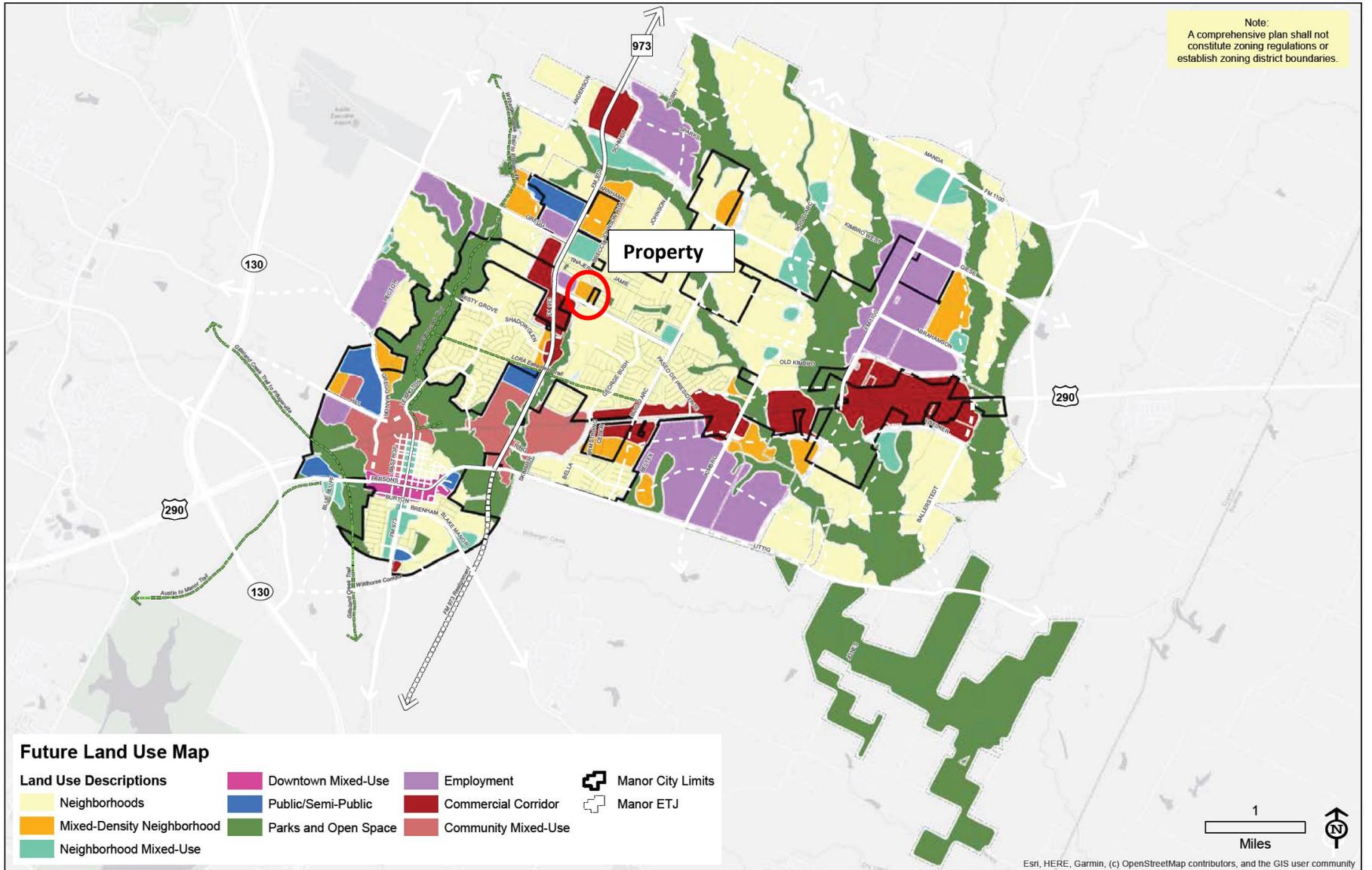
This use can serve as an appropriate transition from nonresidential and mixed-use areas to the lower density Neighborhoods.

Figure 3.5. Mixed Density Neighborhoods Land Use Mix Dashboard

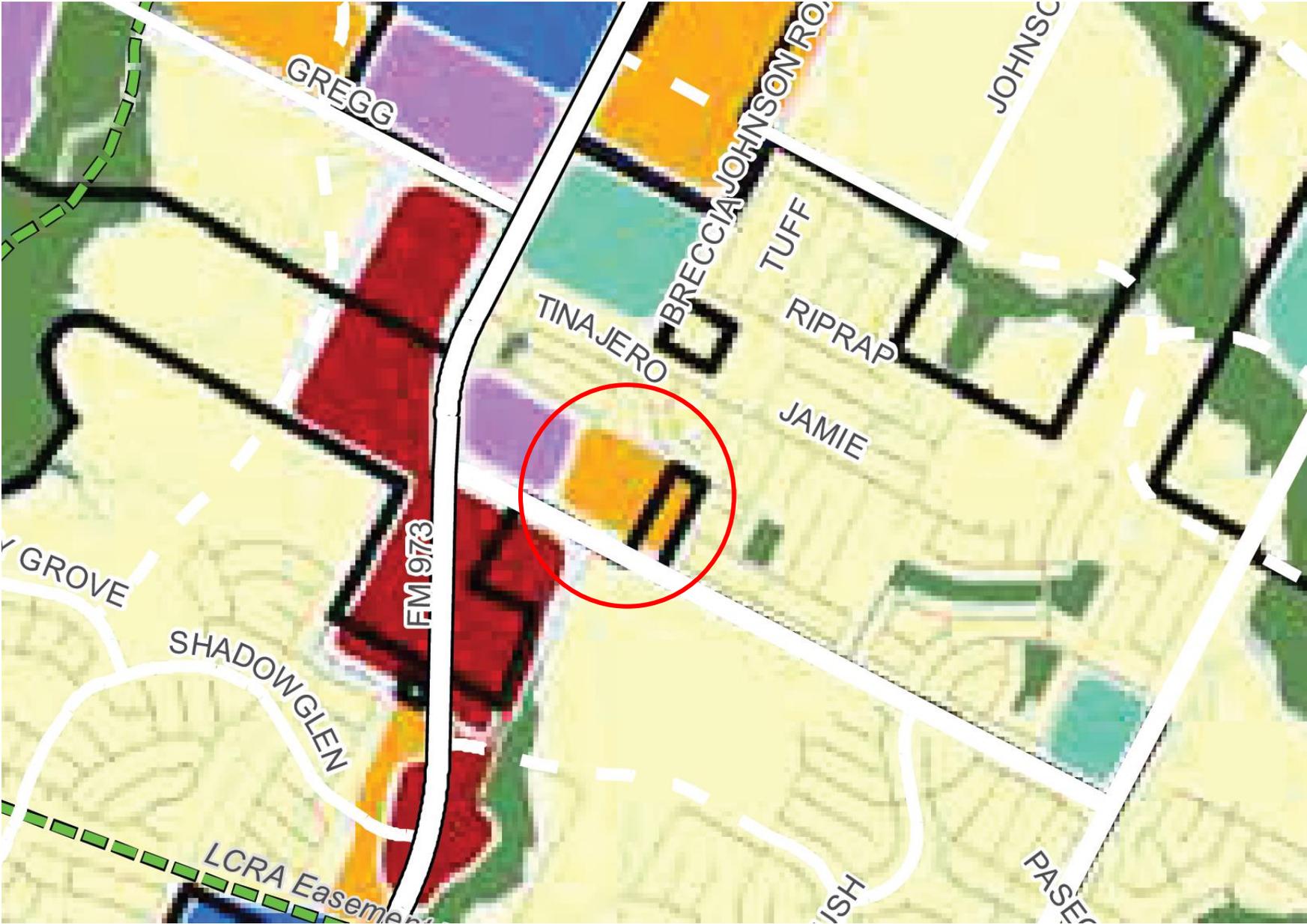


DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●●●○○	Appropriate if a denser product on smaller lots, condo regime, or “build-to-rent” products.
SFD + ADU	●●●●○	
SFA, Duplex	●●●●●	
SFA, Townhomes and Detached Missing Middle	●●●●●	Appropriate overall.
Apartment House (3-4 units)	●●●●●	
Small Multifamily (8-12 units)	●●●●●	
Large Multifamily (12+ units)	●●●○○	Appropriate when adjacent to retail and employment opportunities, with superior access to open space and roadways. Should be integrated with small multifamily and other missing middle housing options.
Mixed-Use Urban, Neighborhood Scale	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Mixed-Density Neighborhoods.
Mixed-Use Urban, Community Scale	●○○○○	
Shopping Center, Neighborhood Scale	●○○○○	
Shopping Center, Community Scale	●○○○○	
Light Industrial Flex Space	●○○○○	
Manufacturing	●○○○○	
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 within neighborhoods.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.

Note:
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Map 3.1. Future Land Use Map





8/19/2022

City of Manor Development Services

Notification for a Zoning Application

Project Name: 12200 Tower Rd MF-2 rezoning
 Case Number: 2022-P-1467-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@cityofmanor.org – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Zoning Application for 12200 Tower Rd located at 12200 Tower Rd, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing regarding the submission of a Rezoning Application for 22.78 acres more or less, out of the Greenbury Gates Survey No 63, and being located at 12200 Tower Rd, Manor, Tx from Light Commercial (C-1) to Multi-Family 25 (MF-2).

Applicant: Kenneth Tumlinson

Owner: Kenneth Tumlinson

The Planning and Zoning Commission will meet at 6:30PM on 9/14/2022 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 Short Form Final Plat 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.

Shaterica & Wesley Roberson
14401 ESTUARY RD
MANOR, TX 78653

Josias Gaona & Elvira Fernandez
14405 ESTUARY RD
MANOR, TX 78653

Willie Earl Easley & Tracy Y. L.
14409 ESTUARY RD
MANOR, TX 78653

Donald R. & Cindy L. Williams
14413 ESTUARY RD
MANOR, TX 78653

Gaurav Dhingra & Saxena B. Charul
645 PLAZA INVIERNO
SAN JOSE, CA 95111

Marco A. Zarate
14421 ESTUARY RD
MANOR, TX 78653

Phillip & Lillian Howard
11740 CARBROOK RD
MANOR, TX 78653

Jorge Nicanor
11736 CARBROOK RD
MANOR, TX 78653

Tommy Ortegon & Amy Martinez
11732 CARBROOK RD
MANOR, TX 78653

Yvonne & Christopher T. Solis
11728 CARBROOK RD
MANOR, TX 78653

Jiacheng Hong & Duan Yuqiong
1436 CABRILLO AVE
BURLINGAME, CA 94010

Dechard & Doris Freeman
11720 CARBROOK RD
MANOR, TX 78653

John Allen Doranksi
1801 ROBERT TYLER DR
KILLEN, TX 76542

Magdaleno C. Moreno Jr.
11725 CARBROOK RD
MANOR, TX 78653

Mary Davis & Jordan Wesley Barrs
11729 CARBROOK RD
MANOR, TX 78653

Chasalyn M. Rowlett
11733 CARBROOK RD
MANOR, TX 78653

Jeremiah Gonzales & Ashley D. Endicott
11737 CARBROOK RD
MANOR, TX 78653

Kevin J. Carlin & Taylor Nicole Radke
11741 CARBROOK RD
MANOR, TX 78653

Stanford B. Routt
1926 MULLIGAN DR
ROUND ROCK, TX 78664

Vishal & Aparna Bhatnagar
11913 RIPARIAN RD
MANOR, TX 78653

Kenyata B. Jones
11917 RIPARIAN RD
MANOR, TX 78653

Jessica L. Easley
11921 RIPARIAN RD
MANOR, TX 78653

Tsegaye K. Alemu & Birru A. Ejigayehu
11925 RIPARIAN RD
MANOR, TX 78653

Vishnu Santhi Kallam
24300 SW HIDDEN VALLEY RD
PECULIAR, MO 664078

Mary L. Geil
11933 RIPARIAN RD
MANOR, TX 78653

Portia R. Vincent
11937 RIPARIAN RD
MANOR, TX 78653

Maria M. Williams
12001 RIPARIAN RD
MANOR, TX 78653

Hector Jimenez
2501 THORTON RD APT 1105
AUSTIN, TX 78704

Rafaela Resendez & Juana Rosales
12009 RIPARIAN RD
MANOR, TX 78653

Fidele Kimararungu & Nyabirori Odette
12013 RIPARIAN RD
MANOR, TX 78653

Douglas & Glenda Sparks
12017 RIPARIAN RD
MANOR, TX 78653

Christopher & Denise Martinez
12200 TOWER RD
MANOR, TX 78653

Benjamin Taehoon Chung
PO BOX 812
MANOR, TX 78653

Item 2.

Joshua McGuire
1108 LAVACA ST STE 110 #335
AUSTIN, TX 78701

Emehul & Maria Alvarado
12101 TOWER RD
MANOR, TX 78653

Dee L. Brown
14200 SUNCREST RD
MANOR, TX 78653

Barth Timmerman
501 VALE ST
AUSTIN, TX 78746

Stan Voelker
14401 N FM 973
MANOR, TX 78653

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14200 SUNCREST RD
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Barth Timmerman
501 VALE ST
AUSTIN, TX 78746

Stan Voelker
14401 N FM 973
MANOR, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 2, 2022
PREPARED BY: Tyler Shows, EIT
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Wastewater Treatment Plant (WWTP) Improvements project.

BACKGROUND/SUMMARY:

The proposed Change Order No. 3 for the Cottonwood WWTP project includes the construction of a new lift station and wastewater treatment plant to serve new development within the Cottonwood Creek and Cottonwood Creek Tributary Basins. The City Council have approved the following change orders:

- Change Order No. 1 approved on December 21, 2021, in the amount of \$43,312, increase in PVC pipe size, replacement of cement lined pipe; electrical site duct bank, slide gate and additional gate for perimeter fence, interior finish of building.
- Change Order No. 2 approved on June 2, 2022, in the amount of \$47,022, increase manhole depth and wet well depth for offsite wastewater collections, interior finish of building, increase for filter slab base, and reinforced baffled outfall addition. Total change order approved to date is \$90,334
- Proposed Change Order No. 3 in the amount of \$17,338 will consists of installing a gravel path access for the new NPW pumps and blowers, manual revegetation, and deduction of SCADA allowance.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Yes
PRESENTATION: Yes
ATTACHMENTS: Yes

- Change Order #3

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Change Order No. 3 to the construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project with Excel Construction Services, LLC in the amount of \$17,338.00

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



1500 County Road 2
Leander, TX 78641

Item 3.

PO Box 2029
Leander, TX 78646-2029

CHANGE ORDER

ORDER NO.: 3
DATE: October 26, 2022
AGREEMENT DATE: November 18, 2020

NAME OF PROJECT: Cottonwood Creek Wastewater Treatment Plant Improvements

OWNER: City of Manor

CONTRACTOR: Excel Construction Services, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

- Item No. 1 - Add 1 LS Change Order Item C.O. 3-1, Installation of a gravel path for the NPW pumps and blower access. @ \$3,328.00/LS
- Item No. 2 - Add 1 LS Change Order Item C.O.3-2, Labor and material for manual revegetation irrigation, and temporary irrigation system installation and removal. @ \$15,706.00/LS
- Item No. 3 – Subtract 1 LS Change Order Item C.O.3-2, Unused SCADA allowance. Deduction @ (\$1,696.00/LS)

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$5,119,897.50

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$5,210,231.50

The CONTRACT PRICE due to this CHANGE ORDER will be increased by \$17,338.00

New CONTRACT PRICE including this CHANGE ORDER will be: \$5,227,569.50

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 7 calendar days for the substantial completion of the treatment plant. The date for substantial completion of the treatment plant work will be January 7, 2022.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Frank T. Phelan, P.E. Signed: *Frank T. Phelan*
Engineer

Ordered by: Dr. Christopher Harvey, Mayor Signed: _____
Owner

Accepted by: _____ Signed _____
Contractor



June 23, 2022

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Cottonwood Creek Wastewater Treatment Plant Improvements
CPR 010R1 – Gravel Path**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for the addition of a gravel path for NPW pumps and blower access. Please reference attached sketch. See below pricing and attached breakdown for review. We are requesting (7) additional contract days for this work.

PROPOSAL TOTAL

\$3,328.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Bernardo Godinez – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 3.



Project Name: COTTONWOOD CREEK WASTEWATER TREATMENT PLANT IMPROVEMENTS

Change Description: Gravel Path

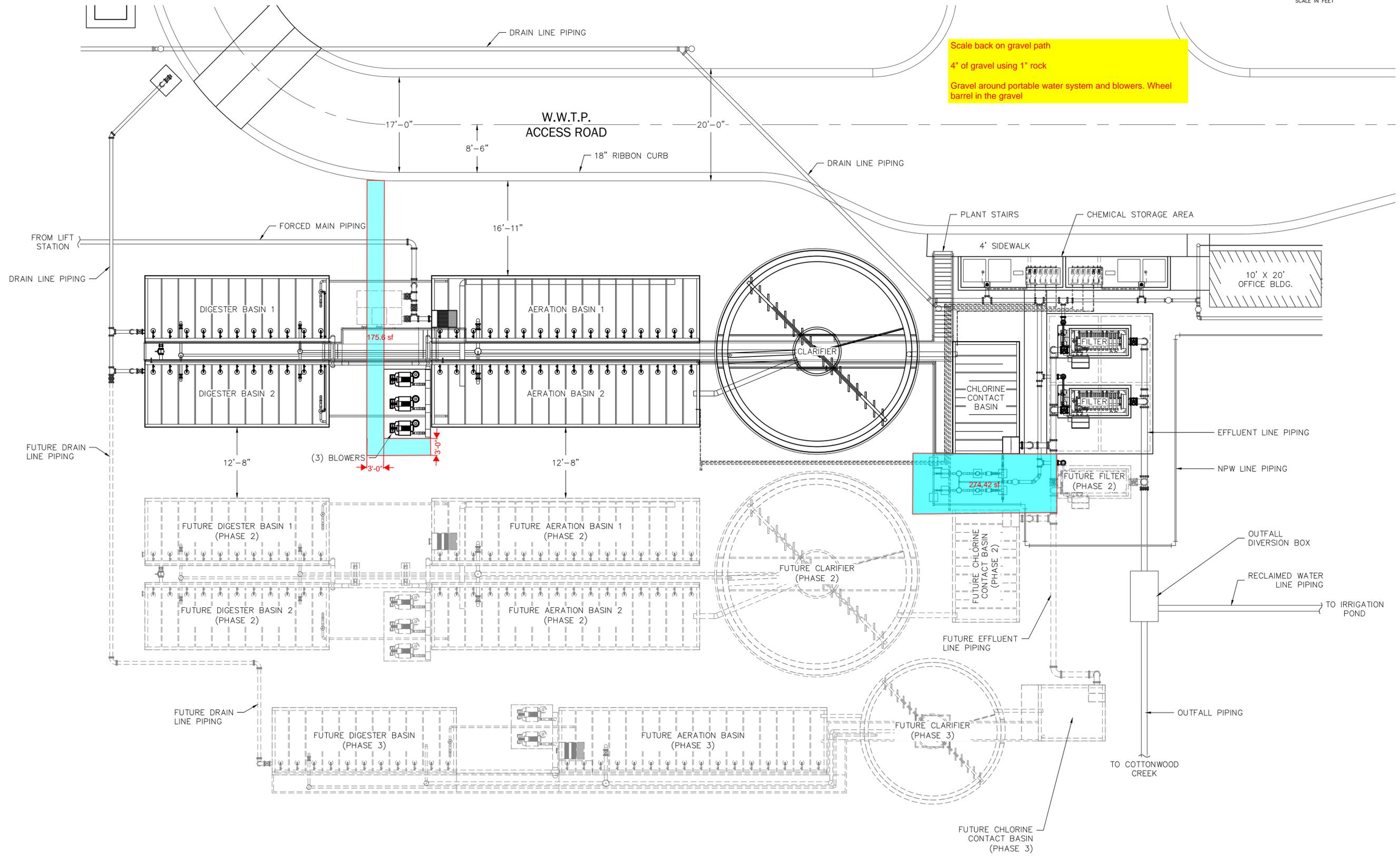
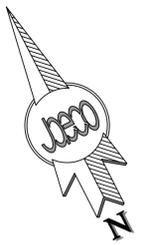
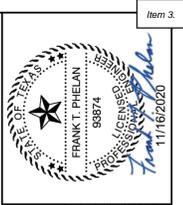
CPR 10 R1

Date: June 23, 2022

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
#57, 1" Gravel	\$ 14.00	X	10	\$140.00
Gravel Min Haul Fee	\$ 150.00	X	1	\$150.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$290.00
Sales Tax	\$290.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$290.00
LABOR:	Hours	Op	Rate	Extended
Install Gravel	36	X	\$27.00	\$972.00
	0	X	\$27.00	\$0.00
	0	X	\$27.00	\$0.00
	0	X	\$27.00	\$0.00
		X	\$27.00	\$0.00
Overtime Labor:	0	X	\$40.50	\$0.00
Subtotal Manhours:	0			
Noe Garcia (Foreman):	8	X	\$40.00	\$320.00
Superintendent Time:	8	X	\$75.00	\$600.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$1,892.00
DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	2	X	\$85.00	\$170.00
		X	1	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$170.00
EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$2,352.00	X	1	\$2,352.00
Work Comp / SS / Unemployment:	\$1,892.00	X	25.00%	\$473.00
SUBTOTAL:				\$2,825.00
OH&P @ 15%:	\$2,825.00	X	15.00%	\$423.75
EXCEL CONSTRUCTION SUBTOTAL:				\$3,248.75
SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$0.00
OH&P @ 15%:	\$0.00	X	15.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				\$0.00
SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$2,825.00	X	2.00%	\$56.50
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$3,305.25
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$3,305.25	X	0.70%	\$23.14
P&P Bond Over \$7,500,000:	\$0.00	X	0.65%	\$0.00
GRAND TOTAL THIS CHANGE:				\$3,328

NOTES:

1. MANUFACTURER OF TREATMENT EQUIPMENT SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF GATES, PIPES, WEIRS, & OPENINGS TO PASS FLOWS REQUIRED & AS SHOWN IN HYDRAULIC PROFILE OR SPECIFICATIONS.
2. ALL EXPOSED NON-POTABLE WATER PIPING SHALL BE COLOR-CODED & SIGNED PER TCEQ RULES.
3. ALL RAS, WAS, SUPERNATANT, SCUM, & BASIN TRANSFER PIPES TO BE SCH. 40 STEEL PIPE PER ASTM A36.
4. ALL METAL TO BE H.D.G (HOT-DIP GALVANIZED)
5. ALL NUTS, BOLTS, & FASTENERS TO BE 304 S.S. (STAINLESS STEEL).
6. ALL STAIRS, WALKWAY, & HANDRAILS TO FOLLOW O.S.H.A. REQUIREMENTS.
7. ALL WALKWAYS TO HAVE 4" ALUMINUM KICK PLATES.
8. STEEL TANKS TO BE PAINTER PER SPECS.



D:\Projects\100 - City Of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Production Drawings\DWG\Wastewater Treatment Plant Plans\100-070-20_WWTP-OVERALL EQUIPMENT PLAN.dwg

**COTTONWOOD CREEK WASTEWATER TREATMENT PLANT IMPROVEMENTS
WASTEWATER TREATMENT PLANT
OVERALL EQUIPMENT PLAN**

CITY OF MANOR, TEXAS
SCALE: AS NOTED DWG: VDI DESIGN: FTP DATE: NOV. 2020
DWG NO.: AS NOTED JAECO JOB NO.: 100-070-20

**Sheet
No. 29
of 67**

NO.	DATE	REVISION	APPV.





June 23, 2022

Mr. Mike Tuley
 City of Manor – Public Works Department
 547 Llano Street
 Manor, TX 78653

**RE: Cottonwood Creek Wastewater Treatment Plant Improvements
 CPR 011 – Revegetation Irrigation**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for the site revegetation irrigation. The original scope of work included a temporary irrigation system but due to insufficient water supply availability within the site vicinity manual irrigation of the revegetation areas is required. Pricing includes labor and material required for the manual irrigation along with a credit for the temporary irrigation system installation and removal. See below pricing and attached breakdown for review. We are requesting (0) additional contract days for this work.

<i>PROPOSAL TOTAL</i>	<i>\$31,413.00</i>
<i>50% Contractor Discount</i>	<i><u>(15,706.00)</u></i>
<i>REVISED TOTAL</i>	<i><u>\$15,706.00</u></i>

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
 Excel Construction Services, LLC

cc: Bernardo Godinez – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 3.



Project Name: COTTONWOOD CREEK WASTEWATER TREATMENT PLANT IMPROVEMENTS

Change Description: Revegetation Irrigation

CPR 11

Date: June 23, 2022

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
Water Trailer	\$ 996.24	X	1	\$996.24
Pump	\$ 637.00	X	1	\$637.00
Fuel	\$ 861.00	X	1	\$861.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$2,494.24
Sales Tax	\$2,494.24	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$2,494.24
LABOR:	Hours	Op	Rate	Extended
Credit - install/remove temporary irrigation system	-54	X	\$27.00	-\$1,458.00
Manual irrigation	360	X	\$27.00	\$9,720.00
	0	X	\$27.00	\$0.00
	0	X	\$27.00	\$0.00
	0	X	\$27.00	\$0.00
Overtime Labor:	0	X	\$40.50	\$0.00
Subtotal Manhours:	0			
Noe Garcia (Foreman):	0	X	\$40.00	\$0.00
Superintendent Time:	144	X	\$75.00	\$10,800.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$19,062.00
DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	4	X	\$85.00	\$340.00
		X	1	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$340.00
EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$21,896.24	X	1	\$21,896.24
Work Comp / SS / Unemployment:	\$19,062.00	X	25.00%	\$4,765.50
SUBTOTAL:				\$26,661.74
OH&P @ 15%:	\$26,661.74	X	15.00%	\$3,999.26
EXCEL CONSTRUCTION SUBTOTAL:				\$30,661.00
SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$0.00
OH&P @ 15%:	\$0.00	X	15.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				\$0.00
SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$26,661.74	X	2.00%	\$533.23
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$31,194.24
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$31,194.24	X	0.70%	\$218.36
P&P Bond Over \$7,500,000:	\$0.00	X	0.65%	\$0.00
GRAND TOTAL THIS CHANGE:				\$31,413



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 2, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a Resolution accepting the petition for annexation of 93.775 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.

BACKGROUND/SUMMARY:

This is a voluntary annexation being initiated by the property owner.

LEGAL REVIEW: Yes
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2022-17
- Annexation Schedule
- Annexation Petition
- Resolution No. 2022-17
- Exhibit B Post Annexation Agreement

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2022-17 accepting the petition for annexation of 93.775 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for the public hearing.

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the “Subject Property”);

WHEREAS, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *Chapter 43, Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

WHEREAS, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

The 33.186 acres out of the Sumner Bacon Survey No. 62, Abstract No. 63, in Travis County, Texas, being a western portion of that certain called 39.4-acre tract described in deed recorded in document no. 2004009801 official public records, Travis County, Texas; and the 59.765 acres, being a portion of that certain tract of land stated to contain 60.292 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract No. 63, in Travis County, Texas as described in distribution deed recorded in document no. 2020120760 official public records, Travis County, Texas, and being the same land conveyed to the Carrillo Family Partnership in document no. 2013001967, official public records, Travis County, Texas.

SECTION TWO: Request that after annexation, the City provide such services as

are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

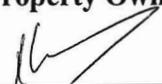
SECTION THREE: Acknowledge and represent having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 27 day of October, 2022, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioners: Property Owner(s)


Name: Sudharshan Vembutty
Title: Manager
Company: Gregg Lane Dev, LLC

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 Sudharshan Vembutty (*name*), Manager (*title*), Gregg Lane Dev, LLC (*company*) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27 day of October, 2022
(SEAL)


Notary Public-State of Texas

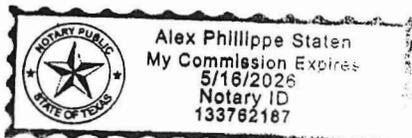


EXHIBIT “A”

(Survey and Legal Lot Description on following pages)



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

59.765 ACRES

**SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

THENCE North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

THENCE South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

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).

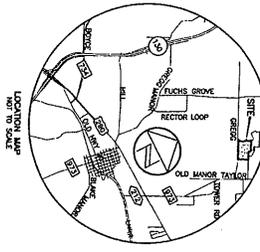
Attachments: Drawing 1662-001-59.765ac

Paul J. Flugel 1-18-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



A LAND TITLE SURVEY OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AND BEING THE SAME LAND DESCRIBED BY METES AND BOUNDS DESCRIPTION IN DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.



LINE	BEARING	DISTANCE
L1	S 87° 18' 55" E	48.839
L2	S 87° 10' 42" E	42.637
L3	S 86° 50' 24" E	48.237
L4	S 86° 14' 48" E	52.777
L5	S 85° 43' 28" E	52.889
L6	S 85° 10' 22" E	48.007
L7	S 84° 28' 48" E	42.092
L8	S 83° 50' 34" E	43.297
L9	S 83° 07' 06" E	48.837
L10	S 82° 20' 34" E	43.297
L11	S 81° 43' 28" E	52.889
L12	S 81° 11' 43' 28" E	52.889
L13	S 80° 43' 28" E	52.889
L14	S 80° 10' 22" E	48.007
L15	S 79° 28' 48" E	42.092
L16	S 78° 50' 34" E	43.297
L17	S 78° 07' 06" E	48.837
L18	S 77° 20' 34" E	43.297
L19	S 76° 43' 28" E	52.889
L20	S 76° 11' 43' 28" E	52.889
L21	S 75° 43' 28" E	52.889
L22	S 75° 10' 22" E	48.007
L23	S 74° 28' 48" E	42.092
L24	S 73° 50' 34" E	43.297
L25	S 73° 07' 06" E	48.837
L26	S 72° 20' 34" E	43.297
L27	S 71° 43' 28" E	52.889
L28	S 71° 11' 43' 28" E	52.889
L29	S 70° 43' 28" E	52.889
L30	S 70° 10' 22" E	48.007
L31	S 69° 28' 48" E	42.092
L32	S 68° 50' 34" E	43.297
L33	S 68° 07' 06" E	48.837
L34	S 67° 20' 34" E	43.297
L35	S 66° 43' 28" E	52.889
L36	S 66° 11' 43' 28" E	52.889
L37	S 65° 43' 28" E	52.889
L38	S 65° 10' 22" E	48.007
L39	S 64° 28' 48" E	42.092
L40	S 63° 50' 34" E	43.297
L41	S 63° 07' 06" E	48.837
L42	S 62° 20' 34" E	43.297
L43	S 61° 43' 28" E	52.889
L44	S 61° 11' 43' 28" E	52.889
L45	S 60° 43' 28" E	52.889
L46	S 60° 10' 22" E	48.007
L47	S 59° 28' 48" E	42.092
L48	S 58° 50' 34" E	43.297
L49	S 58° 07' 06" E	48.837
L50	S 57° 20' 34" E	43.297
L51	S 56° 43' 28" E	52.889
L52	S 56° 11' 43' 28" E	52.889
L53	S 55° 43' 28" E	52.889
L54	S 55° 10' 22" E	48.007
L55	S 54° 28' 48" E	42.092
L56	S 53° 50' 34" E	43.297
L57	S 53° 07' 06" E	48.837
L58	S 52° 20' 34" E	43.297
L59	S 51° 43' 28" E	52.889
L60	S 51° 11' 43' 28" E	52.889
L61	S 50° 43' 28" E	52.889
L62	S 50° 10' 22" E	48.007
L63	S 49° 28' 48" E	42.092
L64	S 48° 50' 34" E	43.297
L65	S 48° 07' 06" E	48.837
L66	S 47° 20' 34" E	43.297
L67	S 46° 43' 28" E	52.889
L68	S 46° 11' 43' 28" E	52.889
L69	S 45° 43' 28" E	52.889
L70	S 45° 10' 22" E	48.007
L71	S 44° 28' 48" E	42.092
L72	S 43° 50' 34" E	43.297
L73	S 43° 07' 06" E	48.837
L74	S 42° 20' 34" E	43.297
L75	S 41° 43' 28" E	52.889
L76	S 41° 11' 43' 28" E	52.889
L77	S 40° 43' 28" E	52.889
L78	S 40° 10' 22" E	48.007
L79	S 39° 28' 48" E	42.092
L80	S 38° 50' 34" E	43.297
L81	S 38° 07' 06" E	48.837
L82	S 37° 20' 34" E	43.297
L83	S 36° 43' 28" E	52.889
L84	S 36° 11' 43' 28" E	52.889
L85	S 35° 43' 28" E	52.889
L86	S 35° 10' 22" E	48.007
L87	S 34° 28' 48" E	42.092
L88	S 33° 50' 34" E	43.297
L89	S 33° 07' 06" E	48.837
L90	S 32° 20' 34" E	43.297
L91	S 31° 43' 28" E	52.889
L92	S 31° 11' 43' 28" E	52.889
L93	S 30° 43' 28" E	52.889
L94	S 30° 10' 22" E	48.007
L95	S 29° 28' 48" E	42.092
L96	S 28° 50' 34" E	43.297
L97	S 28° 07' 06" E	48.837
L98	S 27° 20' 34" E	43.297
L99	S 26° 43' 28" E	52.889
L100	S 26° 11' 43' 28" E	52.889
L101	S 25° 43' 28" E	52.889
L102	S 25° 10' 22" E	48.007
L103	S 24° 28' 48" E	42.092
L104	S 23° 50' 34" E	43.297
L105	S 23° 07' 06" E	48.837
L106	S 22° 20' 34" E	43.297
L107	S 21° 43' 28" E	52.889
L108	S 21° 11' 43' 28" E	52.889
L109	S 20° 43' 28" E	52.889
L110	S 20° 10' 22" E	48.007
L111	S 19° 28' 48" E	42.092
L112	S 18° 50' 34" E	43.297
L113	S 18° 07' 06" E	48.837
L114	S 17° 20' 34" E	43.297
L115	S 16° 43' 28" E	52.889
L116	S 16° 11' 43' 28" E	52.889
L117	S 15° 43' 28" E	52.889
L118	S 15° 10' 22" E	48.007
L119	S 14° 28' 48" E	42.092
L120	S 13° 50' 34" E	43.297
L121	S 13° 07' 06" E	48.837
L122	S 12° 20' 34" E	43.297
L123	S 11° 43' 28" E	52.889
L124	S 11° 11' 43' 28" E	52.889
L125	S 10° 43' 28" E	52.889
L126	S 10° 10' 22" E	48.007
L127	S 9° 28' 48" E	42.092
L128	S 8° 50' 34" E	43.297
L129	S 8° 07' 06" E	48.837
L130	S 7° 20' 34" E	43.297
L131	S 6° 43' 28" E	52.889
L132	S 6° 11' 43' 28" E	52.889
L133	S 5° 43' 28" E	52.889
L134	S 5° 10' 22" E	48.007
L135	S 4° 28' 48" E	42.092
L136	S 3° 50' 34" E	43.297
L137	S 3° 07' 06" E	48.837
L138	S 2° 20' 34" E	43.297
L139	S 1° 43' 28" E	52.889
L140	S 1° 11' 43' 28" E	52.889
L141	S 0° 43' 28" E	52.889
L142	S 0° 10' 22" E	48.007
L143	S 0° 28' 48" E	42.092
L144	S 0° 50' 34" E	43.297
L145	S 0° 07' 06" E	48.837
L146	S 0° 20' 34" E	43.297
L147	S 0° 43' 28" E	52.889
L148	S 0° 11' 43' 28" E	52.889
L149	S 0° 43' 28" E	52.889
L150	S 0° 10' 22" E	48.007
L151	S 0° 28' 48" E	42.092
L152	S 0° 50' 34" E	43.297
L153	S 0° 07' 06" E	48.837
L154	S 0° 20' 34" E	43.297
L155	S 0° 43' 28" E	52.889
L156	S 0° 11' 43' 28" E	52.889
L157	S 0° 43' 28" E	52.889
L158	S 0° 10' 22" E	48.007
L159	S 0° 28' 48" E	42.092
L160	S 0° 50' 34" E	43.297
L161	S 0° 07' 06" E	48.837
L162	S 0° 20' 34" E	43.297
L163	S 0° 43' 28" E	52.889
L164	S 0° 11' 43' 28" E	52.889
L165	S 0° 43' 28" E	52.889
L166	S 0° 10' 22" E	48.007
L167	S 0° 28' 48" E	42.092
L168	S 0° 50' 34" E	43.297
L169	S 0° 07' 06" E	48.837
L170	S 0° 20' 34" E	43.297
L171	S 0° 43' 28" E	52.889
L172	S 0° 11' 43' 28" E	52.889
L173	S 0° 43' 28" E	52.889
L174	S 0° 10' 22" E	48.007
L175	S 0° 28' 48" E	42.092
L176	S 0° 50' 34" E	43.297
L177	S 0° 07' 06" E	48.837
L178	S 0° 20' 34" E	43.297
L179	S 0° 43' 28" E	52.889
L180	S 0° 11' 43' 28" E	52.889
L181	S 0° 43' 28" E	52.889
L182	S 0° 10' 22" E	48.007
L183	S 0° 28' 48" E	42.092
L184	S 0° 50' 34" E	43.297
L185	S 0° 07' 06" E	48.837
L186	S 0° 20' 34" E	43.297
L187	S 0° 43' 28" E	52.889
L188	S 0° 11' 43' 28" E	52.889
L189	S 0° 43' 28" E	52.889
L190	S 0° 10' 22" E	48.007
L191	S 0° 28' 48" E	42.092
L192	S 0° 50' 34" E	43.297
L193	S 0° 07' 06" E	48.837
L194	S 0° 20' 34" E	43.297
L195	S 0° 43' 28" E	52.889
L196	S 0° 11' 43' 28" E	52.889
L197	S 0° 43' 28" E	52.889
L198	S 0° 10' 22" E	48.007
L199	S 0° 28' 48" E	42.092
L200	S 0° 50' 34" E	43.297
L201	S 0° 07' 06" E	48.837
L202	S 0° 20' 34" E	43.297
L203	S 0° 43' 28" E	52.889
L204	S 0° 11' 43' 28" E	52.889
L205	S 0° 43' 28" E	52.889
L206	S 0° 10' 22" E	48.007
L207	S 0° 28' 48" E	42.092
L208	S 0° 50' 34" E	43.297
L209	S 0° 07' 06" E	48.837
L210	S 0° 20' 34" E	43.297
L211	S 0° 43' 28" E	52.889
L212	S 0° 11' 43' 28" E	52.889
L213	S 0° 43' 28" E	52.889
L214	S 0° 10' 22" E	48.007
L215	S 0° 28' 48" E	42.092
L216	S 0° 50' 34" E	43.297
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L218	S 0° 20' 34" E	43.297
L219	S 0° 43' 28" E	52.889
L220	S 0° 11' 43' 28" E	52.889
L221	S 0° 43' 28" E	52.889
L222	S 0° 10' 22" E	48.007
L223	S 0° 28' 48" E	42.092
L224	S 0° 50' 34" E	43.297
L225	S 0° 07' 06" E	48.837
L226	S 0° 20' 34" E	43.297
L227	S 0° 43' 28" E	52.889
L228	S 0° 11' 43' 28" E	52.889
L229	S 0° 43' 28" E	52.889
L230	S 0° 10' 22" E	48.007
L231	S 0° 28' 48" E	42.092
L232	S 0° 50' 34" E	43.297
L233	S 0° 07' 06" E	48.837
L234	S 0° 20' 34" E	43.297
L235	S 0° 43' 28" E	52.889
L236	S 0° 11' 43' 28" E	52.889
L237	S 0° 43' 28" E	52.889
L238	S 0° 10' 22" E	48.007
L239	S 0° 28' 48" E	42.092
L240	S 0° 50' 34" E	43.297
L241	S 0° 07' 06" E	48.837
L242	S 0° 20' 34" E	43.297
L243	S 0° 43' 28" E	52.889
L244	S 0° 11' 43' 28" E	52.889
L245	S 0° 43' 28" E	52.889
L246	S 0° 10' 22" E	48.007
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L248	S 0° 50' 34" E	43.297
L249	S 0° 07' 06" E	48.837
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L251	S 0° 43' 28" E	52.889
L252	S 0° 11' 43' 28" E	52.889
L253	S 0° 43' 28" E	52.889
L254	S 0° 10' 22" E	48.007
L255	S 0° 28' 48" E	42.092
L256	S 0° 50' 34" E	43.297
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L259	S 0° 43' 28" E	52.889
L260	S 0° 11' 43' 28" E	52.889
L261	S 0° 43' 28" E	52.889
L262	S 0° 10' 22" E	48.007
L263	S 0° 28' 48" E	42.092
L264	S 0° 50' 34" E	43.297
L265	S 0° 07' 06" E	48.837
L266	S 0° 20' 34" E	43.297
L267	S 0° 43' 28" E	52.889
L268	S 0° 11' 43' 28" E	52.889
L269	S 0° 43' 28" E	52.889
L270	S 0° 10' 22" E	48.007
L271	S 0° 28' 48" E	42.092
L272	S 0° 50' 34" E	43.297
L273	S 0° 07' 06" E	48.837
L274	S 0° 20' 34" E	43.297
L275	S 0° 43' 28" E	52.889
L276	S 0° 11' 43' 28" E	52.889
L277	S 0° 43' 28" E	52.889
L278	S 0° 10' 22" E	48.007
L279	S 0° 28' 48" E	42.092
L280	S 0° 50' 34" E	43.297
L281	S 0° 07' 06" E	48.837
L282	S 0° 20' 34" E	43.297
L283	S 0° 43' 28" E	52.889
L284	S 0° 11' 43' 28" E	52.889
L285	S 0° 43' 28" E	52.889
L286	S 0° 10' 22" E	48.007
L287	S 0° 28' 48" E	42.092
L288	S 0° 50' 34" E	43.297
L289	S 0° 07' 06" E	48.837
L290		



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

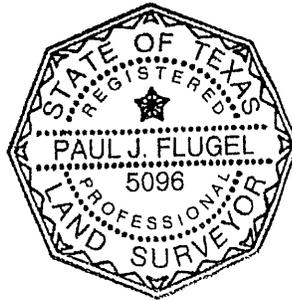
Surveyed on the ground on August 3, 2020.

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: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500





3100 Alvin Devane Blvd, Suite 150
 Austin, Texas 78741
 Tel: 512.441.9493
 Fax: 512.445.2286
 www.jonescarter.com

GREGG LANE ANNEXATION

LEGAL DESCRIPTION

BEING 3.43-acres of land, more or less, situated in the Sumner Bacon Survey No. 62 Abstract No. 63 in Travis County, Texas; being a portion of Gregg Lane (Right-of-Way Varies) in the City of Manor, Texas Extra Territorial Jurisdiction (E.T.J.); said 3.43-acre tract of land being more particularly described by metes and bounds as follows with bearings and coordinates referenced to the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 5/8-inch iron rod (N = 10,113,364.790, E = 3,179,217.978) found on the northeastern right of way of said Gregg Lane, for the southeastern corner of a called 59.765-acre tract of land to Gregg Lane Dev., LLC as described in a Special Warranty Deed W/Vendor's Lien in Document No. 2021051168 of the Official Public Records of Travis County, the southwestern corner of a called 15.74 acre tract of land to The Board of Trustees of the Manor Independent School District in a General Warranty Deed in Document No. 2016051094, the same being an approximate corner of the City of Manor Full Purpose City Limits;

THENCE: South 61°59'11" East a distance of 1049.87 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 15.74-acre tract, the southwestern line of a called 36.14-acre tract to the United States of America Department of Transportation Federal Aviation Administration as described in a General Warranty Deed in Document No. 2014113251 of the Official Public Records of Travis County, to a calculated point for a corner of the City of Manor Full Purpose City Limits;

THENCE: South 26°55'54" West a distance of 39.90 feet along a line of the City of Manor Full Purpose City Limits, across said Gregg Lane to a calculated point on the southwestern line of said Gregg Lane, the Northeastern line of the called remainder of a 146.75-acre tract to Enfield Partners, LLC et al as described in Document No. 2019013312 of the Official Public Records of Travis County, Texas, for a corner of the City of Manor Full Purpose City Limits;

THENCE: North 62°31'06" West a distance of 1218.23 feet along the southwestern line of said Gregg Lane, the northeastern line of the remainder of the said 146.75-acre tract of land to a calculated point for the northeastern corner of a called 2.630-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020123032 of the Official Public Records of Travis County, Texas;

THENCE: North 62°05'29" West a distance of 1895.89 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.630-acre tract to a calculated point for the northwestern corner of the said 2.630-acre tract, the northeastern corner of a called 2.341-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020165985 of the Official Public Records of Travis County, Texas;

THENCE: North 62°38'23" West a distance of 143.76 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.341-acre tract to a calculated point;

THENCE: North 86°45'39" East a distance of 86.71 feet across said Gregg Lane to a calculated point on the northeastern line of said Gregg Lane for the southwestern corner of the said 59.765-acre tract;

THENCE: South 62°17'26" East a distance of 2133.10 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 59.765-acre tract to the **POINT OF BEGINNING** and CONTAINING an area of 3.43-acres of land, more or less.

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@jonescarter.com

05-28-2021

Date:



**PELUSERVILLE
FULL PURPOSE**
CITY OF PELUSERVILLE
GENERAL WARRANTY DEED
85.796 ACRES
DOC. NO. 2008119867
O.P.R.T.C.T.

APPROXIMATE
CENTERLINE OF
WILBARGER CREEK

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 300'

**CITY OF MANOR
ETJ**

GREGG LANE DEV LLC
SPECIAL WARRANTY DEED
W/VENDOR'S LIEN
58.765 ACRES
DOC. NO. 2021051168
O.P.R.T.C.T.

TRAVIS COUNTY
GENERAL WARRANTY DEED
2.341 ACRES
DOC. NO. 2020185985
O.P.R.T.C.T.

RUST CREEK, LLC
SPECIAL WARRANTY DEED
W/VENDOR'S LIEN
56.567 ACRES
DOC. NO. 2021052028
O.P.R.T.C.T.

ENFILED PARTNERS LLC et al
CONTRIBUTION DEED
(Minor Property)
REM. OF 146.75 ACRES
DOC. NO. 2019013312
O.P.R.T.C.T.

TRAVIS COUNTY
GENERAL WARRANTY DEED
2.630 ACRES
DOC. NO. 2020123032
O.P.R.T.C.T.

LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- △ CALCULATED POINT
- OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS

GREGG LANE
(PUBLIC R.O.W. VARIES)

FOUND
5/8" IRON ROD

FOUND
1/2" IRON ROD

FOUND
1-1/2" IRON PIPE

BOARD OF TRUSTEES OF
THE MANOR INDEPENDENT
SCHOOL DISTRICT
GENERAL WARRANTY DEED
15.74 ACRES
DOC. NO. 2016051094
O.P.R.T.C.T.

**CITY OF MANOR
FULL PURPOSE**

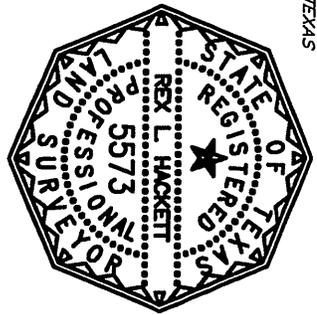
UNITED STATE OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMIN.
36.14 ACRES
DOC. NO. 201413251
O.P.R.T.C.T.

P.O.B.
FOUND
5/8" IRON ROD
N = 10,113.364, 790
E = 3,179,217.978

LINE	BEARING	DISTANCE
L1	S 26°55'54" W	39.90'
L2	N 62°38'23" W	143.76'
L3	N 86°45'39" E	86.71'

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

5-28-2021



J|C JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.989

Item 4.

STATE OF TEXAS
COUNTY OF TRAVIS

§
§



TRV 2017165295
16 PGS

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Manor, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

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

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date and future single family uses as provided Section 2(c) or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City, except as provided in this Agreement. Accessory structures authorized under the Single-Family Residential, (District "R-1") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction. In addition, the Owner may construct up to 1 additional single-family residence on the Property, provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Residential, (District "R-1") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "R-1", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District "R-1") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

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

- (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2. If a portion of the Property is designated as having a homestead exemption by the county appraisal district as of the effective date of this agreement, such designation shall not constitute the Owner's request to be annexed into the city limits as long as that portion of the Property either remains qualified for a homestead exemption or is converted to being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-Five year limit set by Texas Local Gov't Code 212.172(d).

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that

the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

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

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor
Attn: City Manager
P.O. Box 387
Manor, Texas 78653-0387

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

James Lutz & Alexandra Carrillo
14812 FM 973 N
Manor, TX 78653-3540

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Conveyance of the Property.

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

Section 11. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 12. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 13. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 14. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 15. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 16. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 17. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 19. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 7 day of August, 2017.

Owner (s)

James T. Lotz
Printed Name: James T. Lotz

Alexandra Carrillo
Printed Name: Alexandra Carrillo

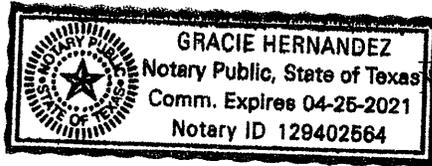
City of Manor, Texas

Rita H. Jonse
Rita Jonse, Mayor

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared JAMES Terone Lutz Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of August, 2017



[Signature]
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Alexandra Carrillo, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of August, 2017.

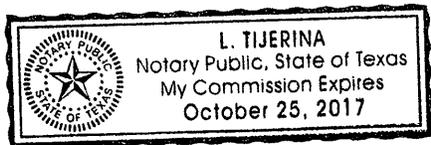


[Signature]
Public - (State of Texas)

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of September, 2017.



[Signature]
Notary Public - State of Texas

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Conveyance of the Property.

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

Section 11. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 12. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

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Section 14. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or

Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 15. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

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Section 19. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 31 day of July, 2017

Owner (s)

C M Carrillo
Printed Name: Claudia M. Carrillo

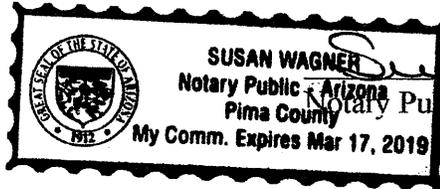
Printed Name: _____

City of Manor, Texas

COUNTY OF Pima §

BEFORE ME the undersigned authority on this day personally appeared Claudia M. Carrillo Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 31 day of July, 2017



Susan Wagner
Notary Public - State of Texas - ARIZONA

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 201__.

Notary Public - State of Texas

COUNTY OF Pima

NOTARY ON 7-31-17 OF page 6 Development Agreement

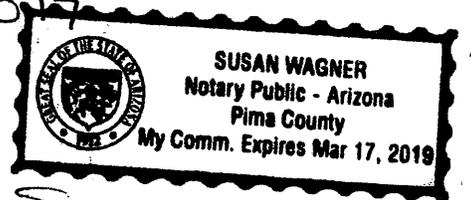
NAME: CLAUDIA M. CARRILLO

PERSONALLY APPEARED AS OWNER OF THE PROPERTY AND ACKNOWLEDGED THAT SHE IS FULLY AUTHORIZED TO EXECUTE THE FORGOING DOCUMENT.

X *C M Carrillo*

Claudia M. Carrillo

UNDER MY HAND & SEAL OF OFFICE ON THIS THE 31 DAY OF JULY, 2017



Susan Wagner

my comm. Exp Mar 17, 19

Section 17. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 19. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 9th day of August, 2017.

Owner (s)



Printed Name: Samuel Barrocas



Printed Name: Teresa Carrillo

City of Manor, Texas

Rita Jonse, Mayor

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo)

On Aug 9, 2017 before me, Yessica Paola Mora, Notary Public
(insert name and title of the officer)

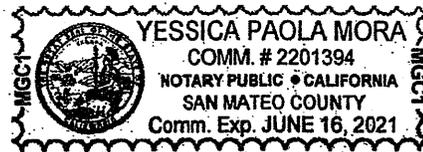
personally appeared Samuel Barracas and Teresa Carrillo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in
~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

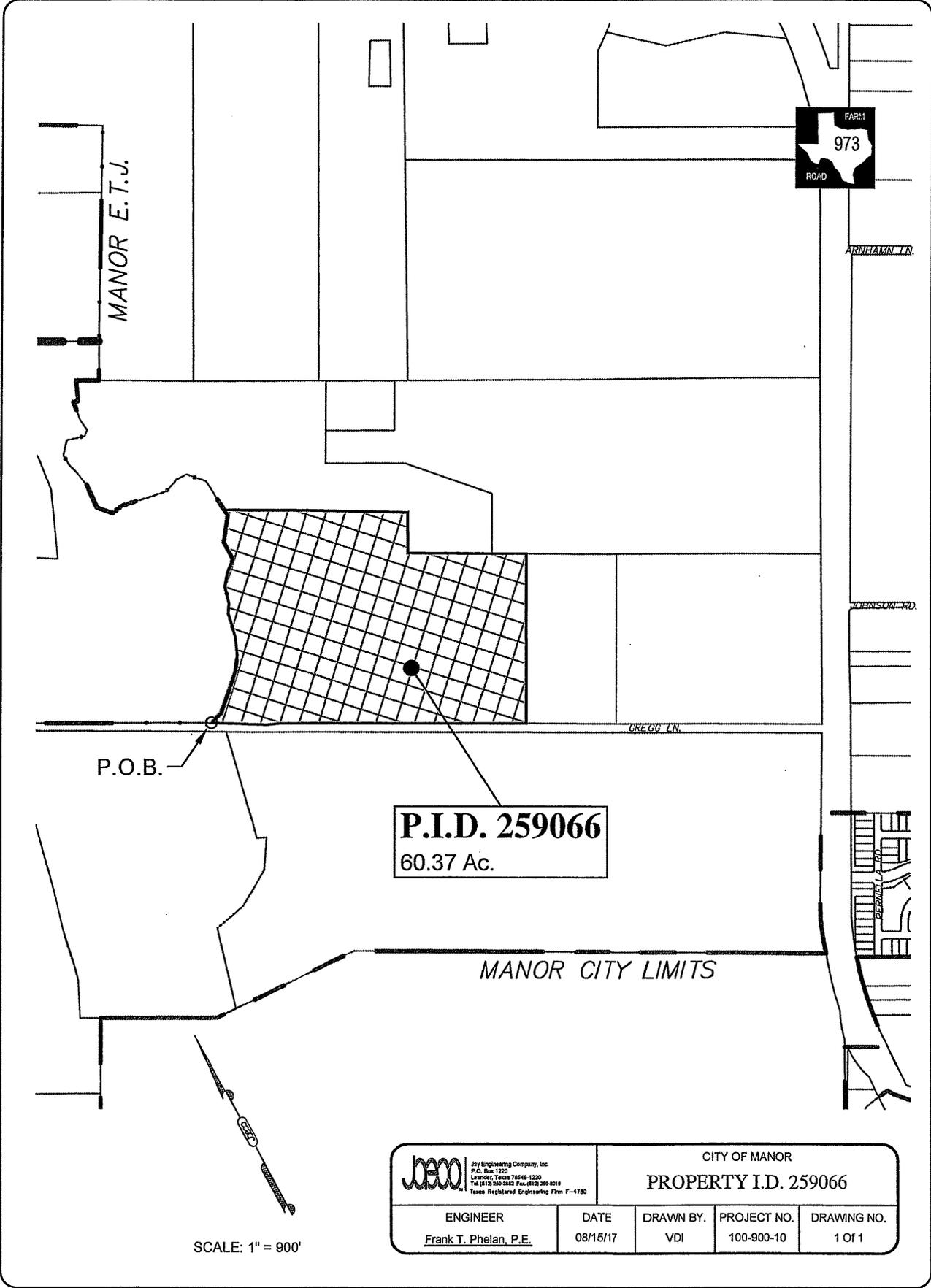
WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10_PROP-DEV-AGGRMNT-ANNEX-EXH_08-14-17.dwg



P.I.D. 259066
60.37 Ac.

MANOR CITY LIMITS

SCALE: 1" = 900'

 J&J Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel. 817-556-3442 Fax. 817-556-4010 Texas Registered Engineering Firm F-4780	CITY OF MANOR PROPERTY I.D. 259066			
	ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10

RETURN
CITY OF MANOR - CITY SECRETARY
PO BOX 387
MANOR TX 78653

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Oct 16, 2017 09:41 AM 2017165295

RODRIGUEZA: \$86.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

{
§



TRV
9 PGS

2017165296

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Manor, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

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

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date and future single family uses as provided Section 2(c) or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City, except as provided in this Agreement. Accessory structures authorized under the Single-Family Residential, (District "R-1") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction. In addition, the Owner may construct one additional single-family residence on the Property, provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Residential, (District "R-1") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "R-1", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District "R-1") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

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

- (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2. If a portion of the Property is designated as having a homestead exemption by the county appraisal district as of the effective date of this agreement, such designation shall not constitute the Owner's request to be annexed into the city limits as long as that portion of the Property either remains qualified for a homestead exemption or is converted to being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.
- (c) The Parties acknowledge and agree that the Owner owns an easement granted to Owner by the Manor Independent School District ("MISD") that provides access for the Property to FM 973, which is described in the instrument recorded under Document No. _____, Official Public Records of Travis County, Texas (the "Easement"). MISD may grant the Owner an additional easement to widen the existing Easement. Such event shall not constitute a request for voluntary annexation under this Agreement.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-

Five year limit set by Texas Local Gov't Code 212.172(d).

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

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

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor
Attn: City Manager
P.O. Box 387
Manor, Texas 78653-0387

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

James Lutz & Alexandra Carrillo
14812 FM 973 N
Manor, TX 78653-3540

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Conveyance of the Property.

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

Section 11. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 12. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 13. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 14. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 15. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 16. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 17. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 19. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 7 day of August, 2017

Owner (s)

James J. Lutz
Printed Name: James J. Lutz

Alexandra Carrillo
Printed Name: Alexandra Carrillo

City of Manor, Texas

Rita H. Jonse
Rita Jonse, Mayor

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared James Terence Lutz, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of August, 2017

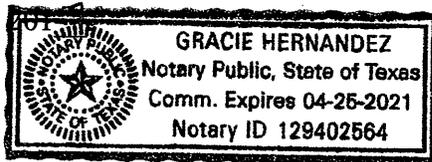


[Signature]
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Alexandra Carrillo, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of August, 2017

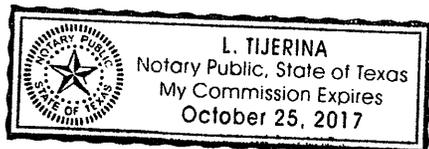


[Signature]
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

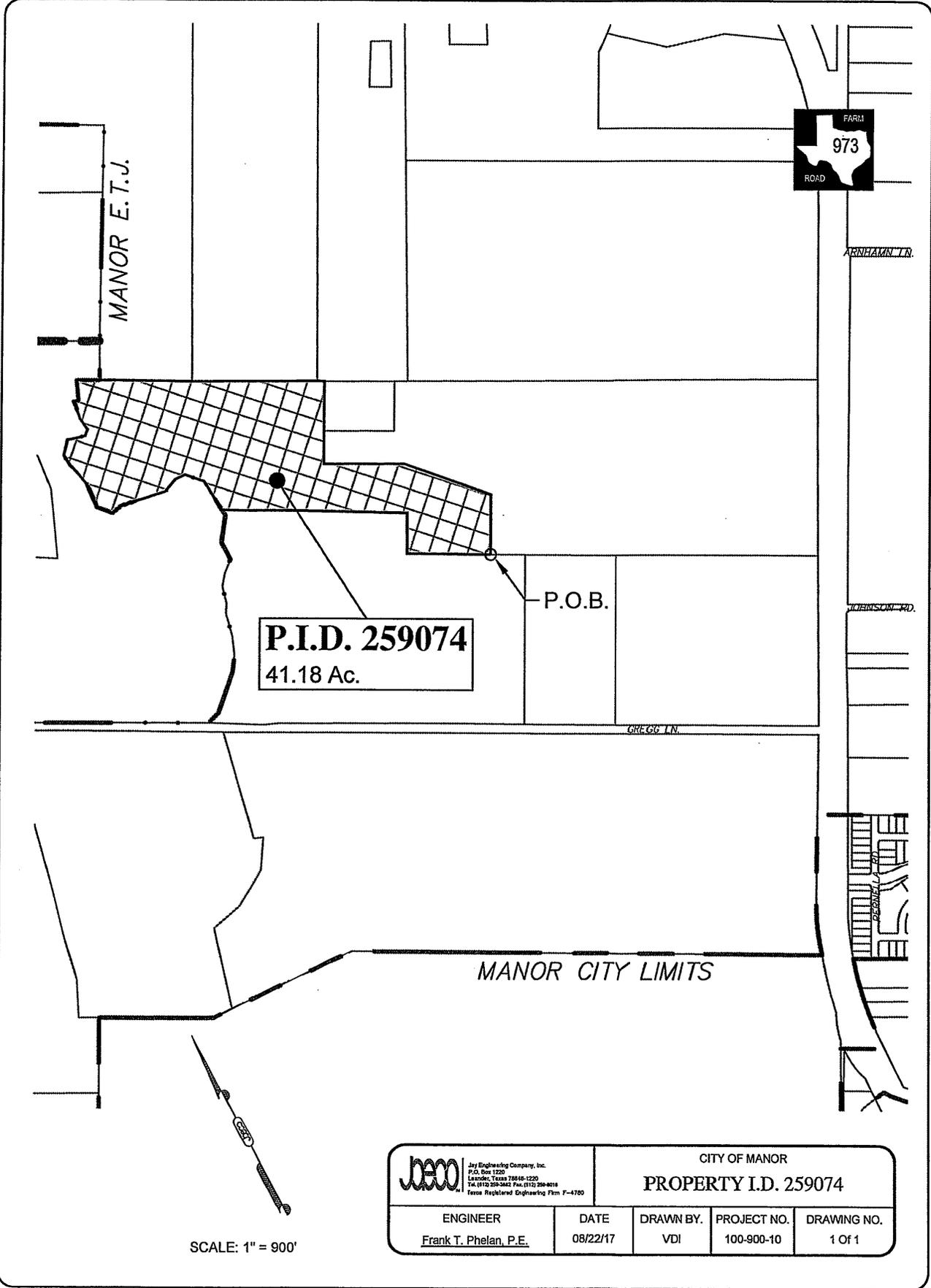
BEFORE ME the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of September, 2017.



[Signature]
Notary Public - State of Texas

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10_PROP-DEV-AGGRMNT-ANNEX-EXH_08-22-17.dwg



SCALE: 1" = 900'

 J&E Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79046-1220 Tel: (912) 258-3442 Fax: (912) 258-4016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 259074		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/22/17	VDI	100-900-10	1 Of 1

RETURN
CITY OF MANOR - CITY SECRETARY
PO BOX 387
MANOR TX 78653

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Oct 16, 2017 09:41 AM 2017165296
RODRIGUEZA: \$58.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Mar 10, 2021 03:46 PM Fee: \$62.00

2021051166

Electronically Recorded

15/ITC/ 2074964.1 -COM/DPP

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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.

Effective Date: *AS OF* March 10, 2021

Grantor: James Terence Lutz (as to a 50% undivided interest)
Alexandra Carrillo (as to a 50% undivided interest)

Grantor's Mailing Address: 14812 N FM 973 Rd.
Manor, Texas 78653-3540

Grantee: Gregg Lane Dev LLC

Grantee's Mailing Address: 101 Parklane Blvd., Ste. 102
Sugar Land, Texas 77478-5521

Consideration:

Cash and a portion of the proceeds of a note of even date executed by Grantee and payable to the order of FRONTIER BANK in the principal amount of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to ELAINE MARCH, trustee.

Property (including any improvements):

Being that certain tract of land described as containing 30.580 acres, more or less, out of the SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, in Travis

County, Texas, said tract being out of the western portion of that certain tract described as containing 39.4 acres, more or less, in deed recorded in Document No. 2004009801 Official Public Records, Travis County, Texas, said 30.580 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

The items listed on Exhibit "B" attached hereto and made a part hereof.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

FRONTIER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FRONTIER BANK and are transferred to FRONTIER BANK without recourse against Grantor.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT, AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PRIOR TO THE CLOSING DATE GRANTEE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTIONS. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S OR GRANTEE'S REPRESENTATIVES' INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS, ORAL OR WRITTEN, WHICH MAY HAVE BEEN MADE OR MAY BE MADE OR PURPORTEDLY MADE BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS OR GRANTEE'S REPRESENTATIVES HAVE THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN OR ITS REPRESENTATIVES' INSPECTION, EXAMINATION AND EVALUATION OF THE

PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THE PURCHASE OF THE PROPERTY, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS", CONDITION AND WITH ALL FAULTS AND DEFECTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS DEED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR AND GRANTOR'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES ("GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED AND SET FORTH IN THE CLOSING DOCUMENTS, OF OR RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO (i) THE USE; INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE; (ii) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE SUBDIVISION AND ZONING LAWS; (v) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO THE HEALTH OR THE ENVIRONMENT; AND (vi) THE SOIL CONDITIONS, DRAINAGE FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES, RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

==Signatures appear on next page==

EXHIBIT "A"
PROPERTY DESCRIPTION



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

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: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



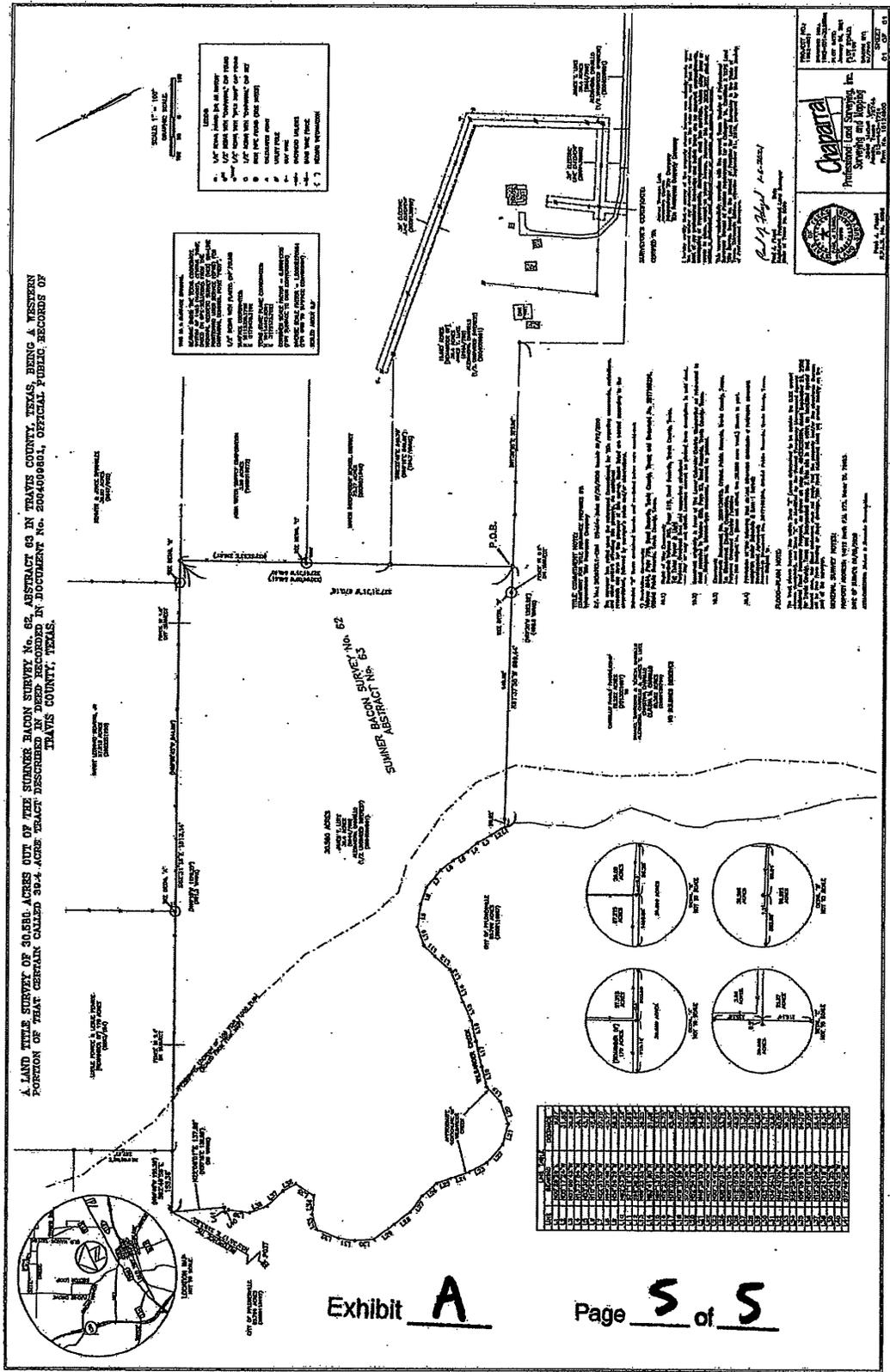


Exhibit **A**

Page **5** of **5**

Exhibit "A"
Special Warranty Deed with Vendor's Lien
Page 5

EXHIBIT "B"
EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Restrictive covenants of record recorded in Volume 6944, Page 780, Deed Records, Travis County, Texas.
2. Right of Way Easement:
Recorded: Volume 563, Page 519, Deed Records, Travis County, Texas.
To: Texas Power & Light
Purpose: Overhead lines and supporting structures
Location: Referenced as "may or may not affect. Location cannot be plotted.." on survey dated January 6, 2021 prepared by Paul J. Flugel, RPLS No. 5096 (the "Survey").
3. Easement originally in favor of The Lower Colorado Electric Cooperative, Inc. as referenced in deed recorded in Volume 650, Page 93, Deed Records, Travis County, Texas.
Location: Referenced as "Subject to, blanket-type easement, cannot be plotted" on the Survey.
4. Development Agreement:
Recorded: Document No. 2017165296, Official Public Records, Travis County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Mar 10, 2021 03:46 PM Fee: \$74.00

2021051168

Electronically Recorded

15/ITC/2074964.1-COM/DPP

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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.

Effective Date: *As of* March 10, 2021

Grantor: Samuel Barrocas and Teresa Carrillo (as to a 64.0625% undivided interest);
Alexandra Carrillo and James T. Lutz (as to a 14.0625% undivided interest);
Christina Carrillo (as to a 10.9375% undivided interest); and
Claudia M. Carrillo (as to a 10.9375% undivided interest)

Grantor's Mailing Address: 14812 N FM 973 Rd.
Manor, Texas 78653-3540

Grantee: Gregg Lane Dev LLC

Grantee's Mailing Address: 101 Parklane Blvd., Ste. 102
Sugar Land, Texas 77478-5521

Consideration:

Cash and a portion of the proceeds of a note of even date executed by Grantee and payable to the order of FRONTIER BANK in the principal amount of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to FLAINE MARTIN trustee.

Property (including any improvements):

Being that certain tract of land described as containing 59.765 acres, more or less, out of the SUMNER BACON SURVEY No. 62, ABSTRACT No. 63, in Travis County, Texas and being out of and a part of that certain 60.292 acres of land described in deed to Samuel Barrocas, et al recorded in Document No. 2020120760 Official Public Records, Travis County, Texas, said 59.765 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

The items listed on Exhibit "B" attached hereto and made a part hereof.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

FRONTIER BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FRONTIER BANK and are transferred to FRONTIER BANK without recourse against Grantor.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT, AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PRIOR TO THE CLOSING DATE GRANTEE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTIONS. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S OR GRANTEE'S REPRESENTATIVES' INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS, ORAL OR WRITTEN, WHICH MAY HAVE BEEN MADE OR MAY BE MADE OR PURPORTEDLY MADE BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS OR GRANTEE'S REPRESENTATIVES HAVE THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND GRANTEE

ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN OR ITS REPRESENTATIVES' INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THE PURCHASE OF THE PROPERTY, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS", CONDITION AND WITH ALL FAULTS AND DEFECTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS DEED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR AND GRANTOR'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES ("GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED AND SET FORTH IN THE CLOSING DOCUMENTS, OF OR RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO (i) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE; (ii) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE SUBDIVISION AND ZONING LAWS; (v) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO THE HEALTH OR THE ENVIRONMENT; AND (vi) THE SOIL CONDITIONS, DRAINAGE FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES, RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

==Signatures appear on next page==

GRANTOR:

Please See Attached
Acknowledgement
From Notary Public

Samuel Barrocas
Samuel Barrocas

Teresa Carrillo
Teresa Carrillo

James T. Lutz
James T. Lutz

Alexandra Carrillo
Alexandra Carrillo

Christina Carrillo
Christina Carrillo

Claudia M. Carrillo

THE STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2021, by Samuel Barrocas.

(SEAL)

Notary Public, State of _____

Please See Attached
Acknowledgement
From Notary Public

GRANTOR:

Samuel Barrocas

Teresa Carrillo

James T. Lutz

Alexandra Carrillo

Christina Carrillo

Claudia M. Carrillo

Claudia M. Carrillo

THE STATE OF Arizona §
COUNTY OF Pima §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Samuel Barrocas.

(SEAL)

Notary Public, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Mateo)

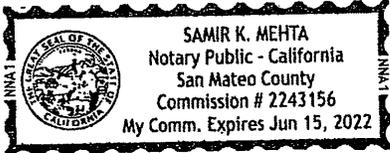
On 5th MARCH, 2021 before me, Samir K Mehta, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared SAMUEL BARROCAS, TERESA CARRILLO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Samir K. Mehta
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document DEED
Title or Type of Document: SPECIAL WARRANTY Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Teresa Carrillo.

(SEAL)

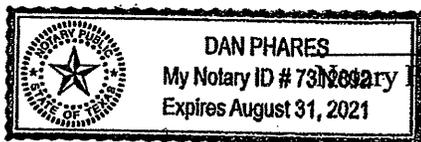
Notary Public, State of _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of March, 2021, by James T. Lutz.

(SEAL)



[Signature]

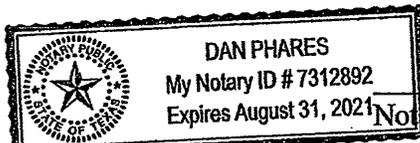
Notary Public, State of TEXAS

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of March, 2021, by Alexandra Carrillo.

(SEAL)



[Signature]

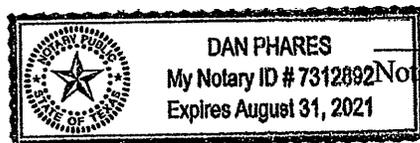
Notary Public, State of TEXAS

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of March, 2021, by Christina Carrillo.

(SEAL)



[Signature]

Notary Public, State of TEXAS

THE STATE OF Arizona §
COUNTY OF Pima §

This instrument was acknowledged before me on the 5 day of March, 2021, by Claudia M. Carrillo.



Joni A. Quinonez
Notary Public, State of Arizona

F:\RMALBERS\1396 - Barrocas, Sam\0002 - Sale of Manor Property\59 acres\Closing Docs\Deed-Special Warranty Deed -59 acres- 3-3-21.doc



EXHIBIT "A"
PROPERTY DESCRIPTION



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

59.765 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63.
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South $62^{\circ}01'41''$ East a distance of 1995.25 feet;

THENCE North $62^{\circ}17'26''$ West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North $73^{\circ}18'55''$ East, a distance of 46.89 feet to a to a calculated point;
2. North $65^{\circ}28'25''$ East, a distance of 50.67 feet to a to a calculated point;
3. North $51^{\circ}10'42''$ East, a distance of 48.58 feet to a to a calculated point;
4. North $48^{\circ}30'24''$ East, a distance of 46.23 feet to a to a calculated point;
5. North $49^{\circ}14'49''$ East, a distance of 52.77 feet to a to a calculated point;
6. North $45^{\circ}14'55''$ East, a distance of 55.96 feet to a to a calculated point;

7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.76 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;
29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;

30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°38'01"East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2 " rebar at 20.62 feet, and continuing for a total distance of 1079.71 feet to a 1/2 " rebar with 'Chaparral' cap set;

THENCE South 00°41'52"East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50"East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55"East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42"West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

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: Drawing 1662-001-59.755ac

Paul J. Flugel 8-25-2020

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



EXHIBIT "B"
EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Restrictive covenants of record recorded in Document No. 2017165295 Official Public Records, Travis County, Texas.
2. Easement originally in favor of The Lower Colorado Electric Cooperative, Inc. as referenced in deed recorded in Volume 650, Page 93, Deed Records, Travis County, Texas.
Location: Referenced as "Subject to, blanket-type easement" on survey dated September 18, 2020 prepared by Paul J. Flugel, RPLS No. 5096 (the "Survey").
3. Right of Way Easement:
Recorded: Volume 4822, Page 1451, Deed Records, Travis County, Texas.
To: Manville Water Supply Corp.
Purpose: Pipeline
Location: Referenced on Survey as "May or may not affect, location cannot be plotted from description..."
4. Development Agreement:
Recorded: Document No. 2017165295, Official Public Records, Travis County, Texas.
5. Drainage Easement:
Recorded: Document No. 2020160506, Official Public Records, Travis County, Texas.
To: Travis County, Texas

RESOLUTION NO. 2022-17

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 93.775 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

WHEREAS, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

SECTION ONE: 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 TWO: The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Tract One:

Being 59.765 acres of land, more or less, being a portion of that certain tract of land stated to contain 60.292 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract No. 63 in Travis County, Texas, as described in Distribution Deed recorded in Document No. 2020120760 Official Public Records, Travis County, Texas, and being the same land conveyed to the Carrillo Family Partnership in Document No. 2013001967, Official Public Records, Travis County, Texas, said 59.765 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract Two:

Being 30.580 acres of land, more or less, out of the Sumner Bacon Survey No. 62, Abstract No. 63 in Travis County, Texas, being a Western portion of that certain called 39.4 acre tract described in Deed recorded in Document No. 2004009801 Official Public Records, Travis County, Texas, said 30.580 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract Three:

Being 3.43 acres of land, more or less, situated in the Sumner Bacon Survey No. 62, Abstract No. 63 in Travis County, Texas, being a portion of Gregg Lane (Right-of-Way Varies) in the City of Manor, Texas Extra Territorial Jurisdiction (ETJ), said 3.43 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of November 16, 2022. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

SECTION THREE: Should any section or part of this Resolution 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 Resolution are declared severable.

SECTION FOUR: It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the 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.

PASSED AND APPROVED this the 2nd day of November 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

Exhibit "A"
Subject Property Description
+/- 93.775 Acres

Tract One

EXHIBIT A (1 OF 12)



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

59.765 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

THENCE North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

1662-001-59.765 ACS

EXHIBIT A (2 OF 12)

6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

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EXHIBIT A (3 OF 12)

- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

THENCE South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

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: Drawing 1662-001-59.765ac

Paul J. Flugel 1-18-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



1662-001-59.765 ACS

Tract Two

EXHIBIT A (5 OF 12)



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

1662-001-30.580 AC

EXHIBIT A (6 OF 12)

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

1662-001-30.580 AC

EXHIBIT A (7 OF 12)

- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

1662-001-30.580 AC

EXHIBIT A (8 OF 12)

THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

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).

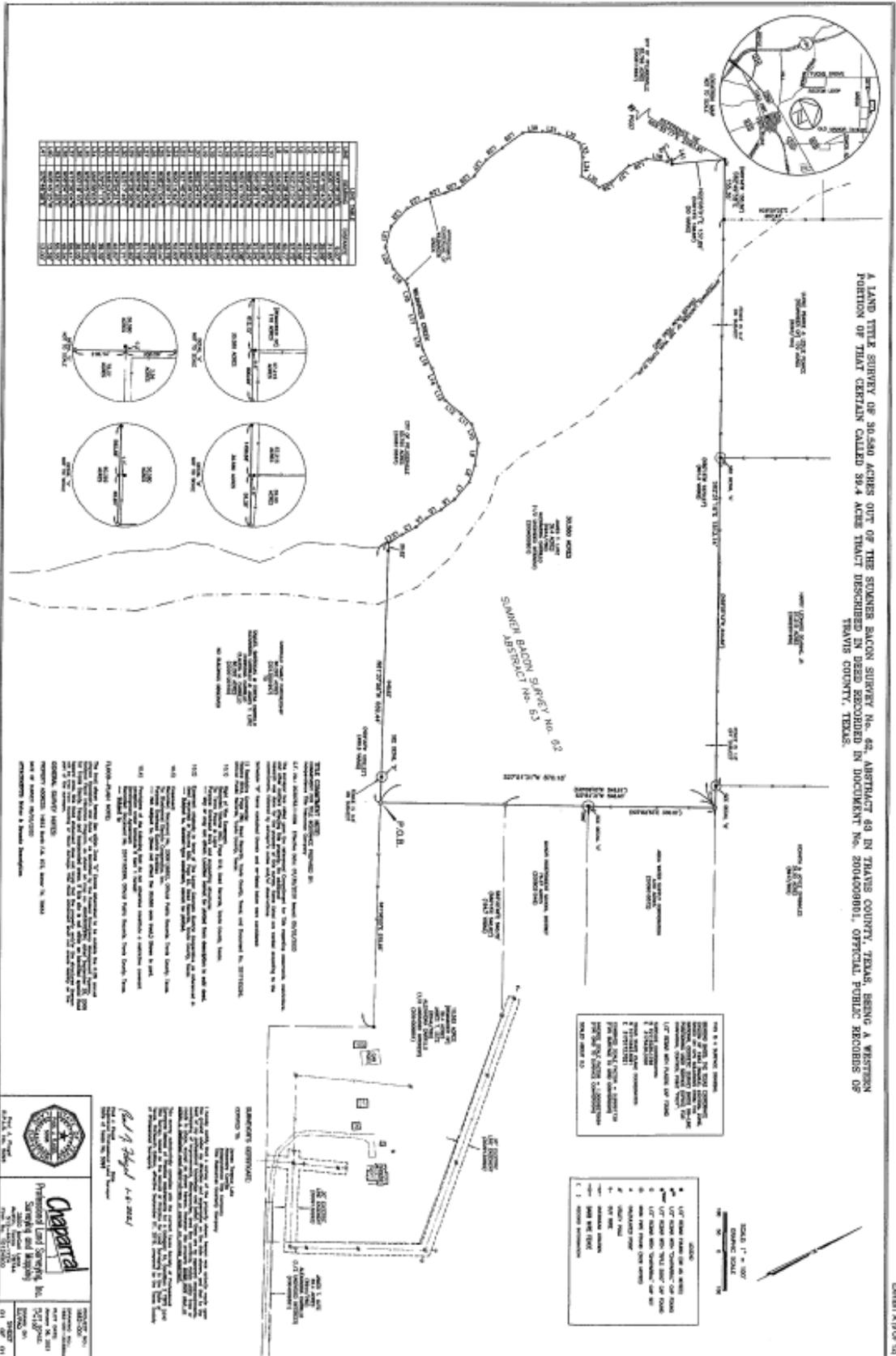
Attachments: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



1662-001-30.580 AC



Tract Three

EXHIBIT A (10 OF 12)



3100 Alvin Devane Blvd, Suite 150
 Austin, Texas 78741
 Tel: 512.441.9493
 Fax: 512.445.2286
 www.jonescarter.com

GREGG LANE ANNEXATION

LEGAL DESCRIPTION

BEING 3.43-acres of land, more or less, situated in the Sumner Bacon Survey No. 62 Abstract No. 63 in Travis County, Texas; being a portion of Gregg Lane (Right-of-Way Varies) in the City of Manor, Texas Extra Territorial Jurisdiction (E.T.J.); said 3.43-acre tract of land being more particularly described by metes and bounds as follows with bearings and coordinates referenced to the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 5/8-inch iron rod (N = 10,113,364.790, E = 3,179,217.978) found on the northeastern right of way of said Gregg Lane, for the southeastern corner of a called 59.765-acre tract of land to Gregg Lane Dev., LLC as described in a Special Warranty Deed W/Vendor's Lien in Document No. 2021051168 of the Official Public Records of Travis County, the southwestern corner of a called 15.74 acre tract of land to The Board of Trustees of the Manor Independent School District in a General Warranty Deed in Document No. 2016051094, the same being an approximate corner of the City of Manor Full Purpose City Limits;

THENCE: South 61°59'11" East a distance of 1049.87 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 15.74-acre tract, the southwestern line of a called 36.14-acre tract to the United States of America Department of Transportation Federal Aviation Administration as described in a General Warranty Deed in Document No. 2014113251 of the Official Public Records of Travis County, to a calculated point for a corner of the City of Manor Full Purpose City Limits;

THENCE: South 26°55'54" West a distance of 39.90 feet along a line of the City of Manor Full Purpose City Limits, across said Gregg Lane to a calculated point on the southwestern line of said Gregg Lane, the Northeastern line of the called remainder of a 146.75-acre tract to Enfield Partners, LLC et al as described in Document No. 2019013312 of the Official Public Records of Travis County, Texas, for a corner of the City of Manor Full Purpose City Limits;

THENCE: North 62°31'06" West a distance of 1218.23 feet along the southwestern line of said Gregg Lane, the northeastern line of the remainder of the said 146.75-acre tract of land to a calculated point for the northeastern corner of a called 2.630-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020123032 of the Official Public Records of Travis County, Texas;

THENCE: North 62°05'29" West a distance of 1895.89 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.630-acre tract to a calculated point for the northwestern corner of the said 2.630-acre tract, the northeastern corner of a called 2.341-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020165985 of the Official Public Records of Travis County, Texas;

THENCE: North 62°38'23" West a distance of 143.76 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.341-acre tract to a calculated point;

THENCE: North 86°45'39" East a distance of 86.71 feet across said Gregg Lane to a calculated point on the northeastern line of said Gregg Lane for the southwestern corner of the said 59.765-acre tract;

EXHIBIT A (11 OF 12)

THENCE: South 62°17'26" East a distance of 2133.10 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 59.765-acre tract to the **POINT OF BEGINNING** and CONTAINING an area of 3.43-acres of land, more or less.

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

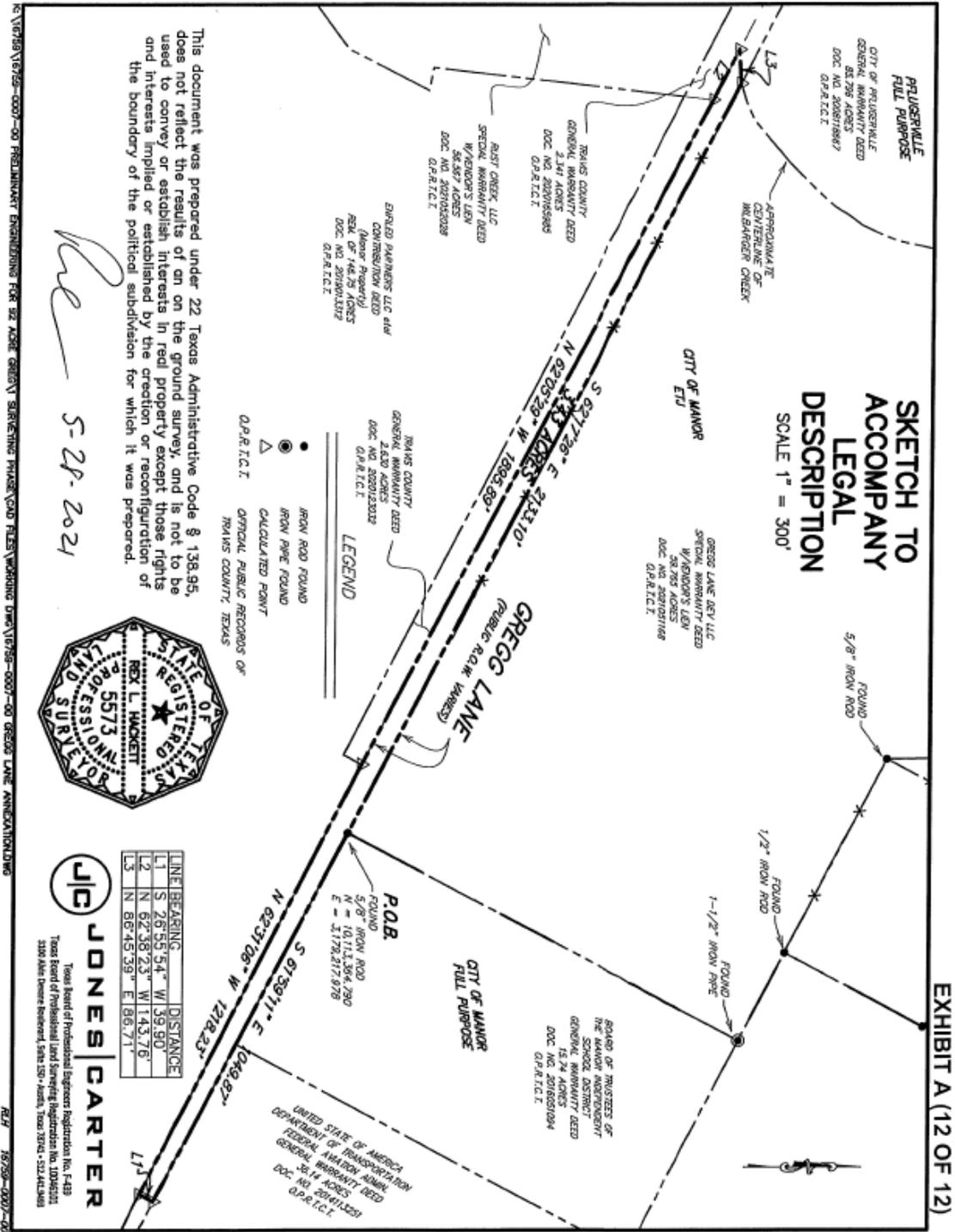


Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@ionescarter.com

05-28-2021

Date:





Re 5-28-2021

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit "B"
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Gregg Lane Development, LLC and (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City

utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ___ day of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER:
Gregg Lane Dev LLC.

By: 

Name (print): SHAWN VERBURG

Title: MANAGER

Date: 10/28/22

Subject Property Description

Tract One

EXHIBIT A (1 OF 12)



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

59.765 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

THENCE North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

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EXHIBIT A (2 OF 12)

6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

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EXHIBIT A (3 OF 12)

29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

THENCE South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

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).

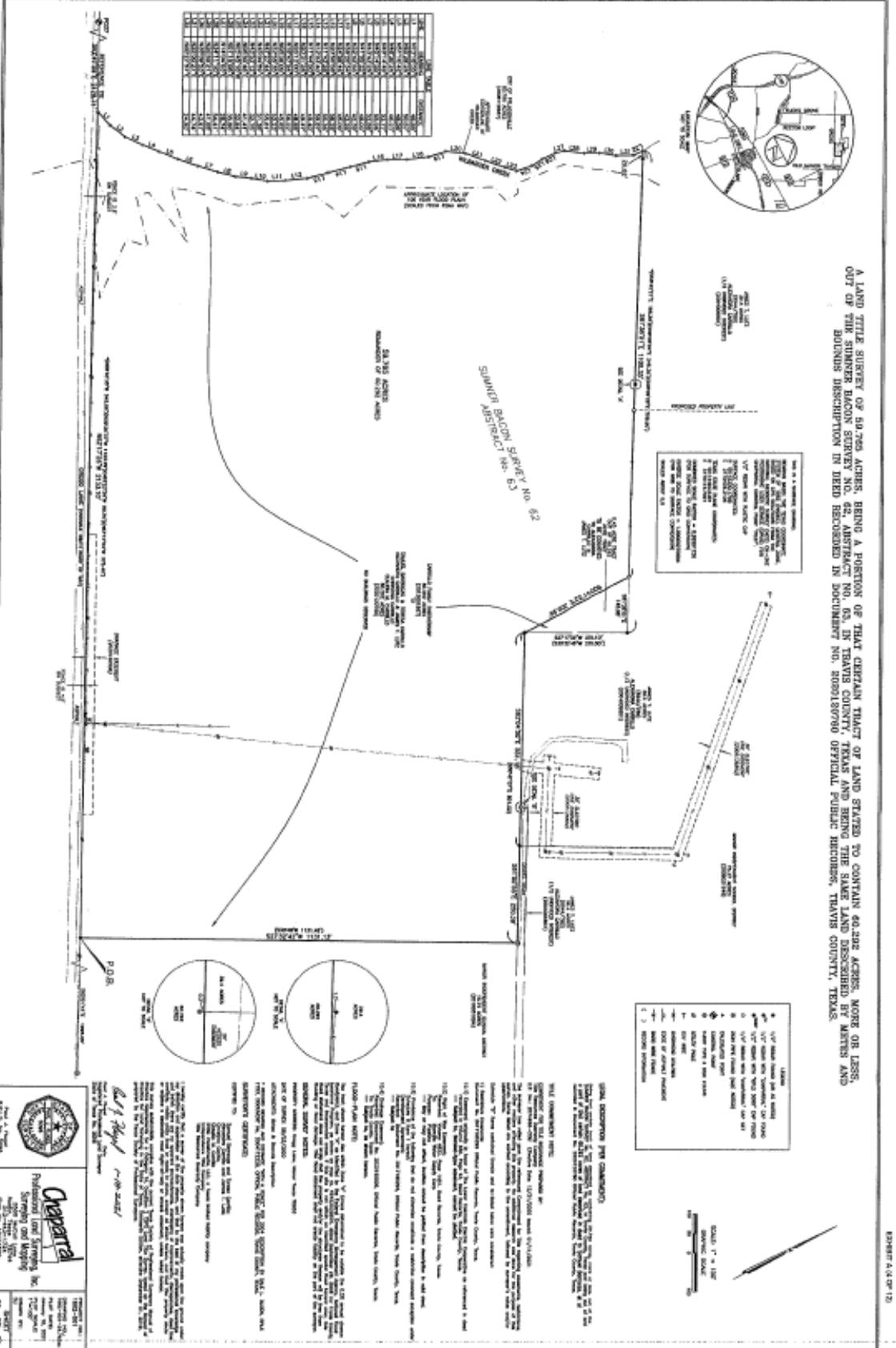
Attachments: Drawing 1662-001-59.765ac

Paul J. Flugel 1-18-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



1662-001-59.765 ACS



Tract Two

EXHIBIT A (5 OF 12)



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-380-0943

3500 McCall Lane
Austin, Texas 78744

30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

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EXHIBIT A (6 OF 12)

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

EXHIBIT A (7 OF 12)

- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

1662-001-30.580 AC

EXHIBIT A (8 OF 12)

THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

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: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021
Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



Tract Three

EXHIBIT A (10 OF 12)



3100 Alvin Devane Blvd, Suite 150
 Austin, Texas 78741
 Tel: 512.441.9493
 Fax: 512.445.2286
 www.jonescarter.com

GREGG LANE ANNEXATION

LEGAL DESCRIPTION

BEING 3.43-acres of land, more or less, situated in the Sumner Bacon Survey No. 62 Abstract No. 63 in Travis County, Texas; being a portion of Gregg Lane (Right-of-Way Varies) in the City of Manor, Texas Extra Territorial Jurisdiction (E.T.J.); said 3.43-acre tract of land being more particularly described by metes and bounds as follows with bearings and coordinates referenced to the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 5/8-inch iron rod (N = 10,113,364.790, E = 3,179,217.978) found on the northeastern right of way of said Gregg Lane, for the southeastern corner of a called 59.765-acre tract of land to Gregg Lane Dev., LLC as described in a Special Warranty Deed W/Vendor's Lien in Document No. 2021051168 of the Official Public Records of Travis County, the southwestern corner of a called 15.74 acre tract of land to The Board of Trustees of the Manor Independent School District in a General Warranty Deed in Document No. 2016051094, the same being an approximate corner of the City of Manor Full Purpose City Limits;

THENCE: South 61°59'11" East a distance of 1049.87 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 15.74-acre tract, the southwestern line of a called 36.14-acre tract to the United States of America Department of Transportation Federal Aviation Administration as described in a General Warranty Deed in Document No. 2014113251 of the Official Public Records of Travis County, to a calculated point for a corner of the City of Manor Full Purpose City Limits;

THENCE: South 26°55'54" West a distance of 39.90 feet along a line of the City of Manor Full Purpose City Limits, across said Gregg Lane to a calculated point on the southwestern line of said Gregg Lane, the Northeastern line of the called remainder of a 146.75-acre tract to Enfield Partners, LLC et al as described in Document No. 2019013312 of the Official Public Records of Travis County, Texas, for a corner of the City of Manor Full Purpose City Limits;

THENCE: North 62°31'06" West a distance of 1218.23 feet along the southwestern line of said Gregg Lane, the northeastern line of the remainder of the said 146.75-acre tract of land to a calculated point for the northeastern corner of a called 2.630-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020123032 of the Official Public Records of Travis County, Texas;

THENCE: North 62°05'29" West a distance of 1895.89 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.630-acre tract to a calculated point for the northwestern corner of the said 2.630-acre tract, the northeastern corner of a called 2.341-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020165985 of the Official Public Records of Travis County, Texas;

THENCE: North 62°38'23" West a distance of 143.76 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.341-acre tract to a calculated point;

THENCE: North 86°45'39" East a distance of 86.71 feet across said Gregg Lane to a calculated point on the northeastern line of said Gregg Lane for the southwestern corner of the said 59.765-acre tract;

EXHIBIT A (11 OF 12)

THENCE: South 62°17'26" East a distance of 2133.10 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 59.765-acre tract to the **POINT OF BEGINNING** and CONTAINING an area of 3.43-acres of land, more or less.

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@ionescarter.com

05-28-2021

Date:





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 2, 2022
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing the City Manager to submit an application to the Economic Development Administration (EDA) Public Works Program for a \$1.5 Million Economic Adjustment grant.

BACKGROUND/SUMMARY:

Project Name: Manor Cottonwood Ph3

The EDA Manor Cottonwood Ph3 Project is a partnership between the City of Manor and the Economic Development Administration. The Manor Project Team includes City staff, City Engineer GBA, and City Grant Consultant, Grant Development Services. The grant will fund construction of additional wastewater treatment and water reclamation capacity at the existing Cottonwood Creek WWTP. The increased capacity will be dedicated to commercial development and expansion within the Cottonwood Creek Watershed.

The Federal 2023 grant year opened on October 1, 2022.– This year, the EDA under the U.S. Department of Commerce is offering its traditional public works and economic assistance grants. This competitive grant program is available to eligible to applicants, such as Manor, that qualify under the federal distress definition. As part of the program, EDA assists communities by funding infrastructure that directly leads to the creation and retention of jobs. In addition, the program facilitates advancing innovation, enhancing the manufacturing capacities of regions, providing workforce development opportunities, and growing ecosystems to attract foreign direct investment. EDA has confirmed that Manor, meets the federal distress definition in this area and is eligible to submit a grant application.

The Cottonwood WWTP Phases 1 and 2 are designated for residential needs. The proposed Phase 3 expansion of the WWTP is absolutely necessary if the City is going to be able to attract commercial and manufacturing firms to locate and provide workforce development opportunities in the Cottonwood Creek watershed area. The City recognizes the immediate need for this community to address the unmet infrastructure requirements for commercial development

In response to this critical need for commercial infrastructure, the Project Team has developed a plan for funding the Cottonwood Creek Wastewater Treatment Facility, Phases 3A & 3B. Based on engineering estimates and land use projections, Phases 3A & 3B will serve Manor’s major need for commercial and industrial development wastewater treatment and reclamation within the Cottonwood Creek watershed.

The overall construction cost for Cottonwood Creek Phase 3A & 3B is \$4,175,173. This project has already been approved by Council and included in the 2022 Tax Note issuance. The proposed EDA Grant, if funded, will reduce the city’s costs by \$1.5Million.

Phase 3A: The City of Manor is requesting \$1.5M in grant funds from EDA, which will be dedicated to construction of critical components of Phase 3A. As part of the application City of Manor will be required to commit local funds as follows: 30% match + all administration, engineering, and legal fees as per EDA’s grant guidelines. The Resolution being passed tonight will commit the City Match of \$ 1,148,857 and assures that the pledged matching funds are unencumbered and available at the time of application. This match requirement has been met with the issuance of the 2022 Tax Note.

Phase 3B : The estimated cost of 3B is \$ 1, 526,316. Phase 3B will be paid with the 2022 Tax Note funds.

Through this grant, the EDA is seeking to make an investment in a distressed area that will spur job creation, creation of new companies, industry expansion and overall greater commercial development. The design of Phase 3 of the Cottonwood Creek Wastewater Treatment and Water Reclamation Plant will support and facilitate the majority of Manor’s existing and future commercial land uses and business owners including the planned industrial and business park areas within the Cottonwood Creek Watershed area.

City administration along with Grant Development Services, the City Engineer, City Public Works Dept and City Planning Dept and the Economic Development office is collaborating to develop this application with a target submittal timeline of early December 2022. Notice from EDA is anticipated by early Spring 2023.

LEGAL REVIEW: Yes
FISCAL IMPACT: Yes
PRESENTATION: Yes
ATTACHMENTS: Yes

- Council Resolution No 2022-18
- Cottonwood Creek WWTP Phasing Exhibit Schematic
- 424C Budget

STAFF RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2022-18 to authorize the City Manager to submit a funding application to the EDA Public Works Program for a \$1.5 Million Economic Adjustment grant to construct wastewater treatment and water reclamation improvements at the Cottonwood WWTP, Phases 3A and 3B.

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

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS SUPPORTING THE CITY OF MANOR'S SUBMISSION OF AN ECONOMIC DEVELOPMENT ADMINISTRATION - PUBLIC WORKS ASSISTANCE GRANT APPLICATION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U.S. Economic Development Administration (EDA) has a long standing mission to lead the federal economic development agenda by working with communities to catalyze locally developed strategies to build capacity for economic development based on local business conditions and needs; and

WHEREAS, the City of Manor, Texas ("City") is submitting an EDA public works and economic adjustment grant application to facilitate a portion of the Cottonwood Creek Wastewater Treatment and Water Reclamation Plant Phase 3A; and

WHEREAS, Phase 3A of the Cottonwood Creek Wastewater Treatment and Water Reclamation Plant will support the majority of existing and planned commercial and industrial development in the City; and

WHEREAS, the scope of the Cottonwood Wastewater Treatment and Water Reclamation Plant is identified in the City's long range Capital Improvement Plan and deemed critical to the City's infrastructure plan and is critical to the long term recovery and economic prosperity of the City; and

WHEREAS, upon completion the utility connections will provide competitive utility service to businesses and the manufacturing industry in eastern-Travis County and Central Texas that could not be directly and timely realized; 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 an EDA Public Works and Economic Adjustment 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 an EDA Public Works and Economic Adjustment 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 EDA 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 2nd day of November 2022, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

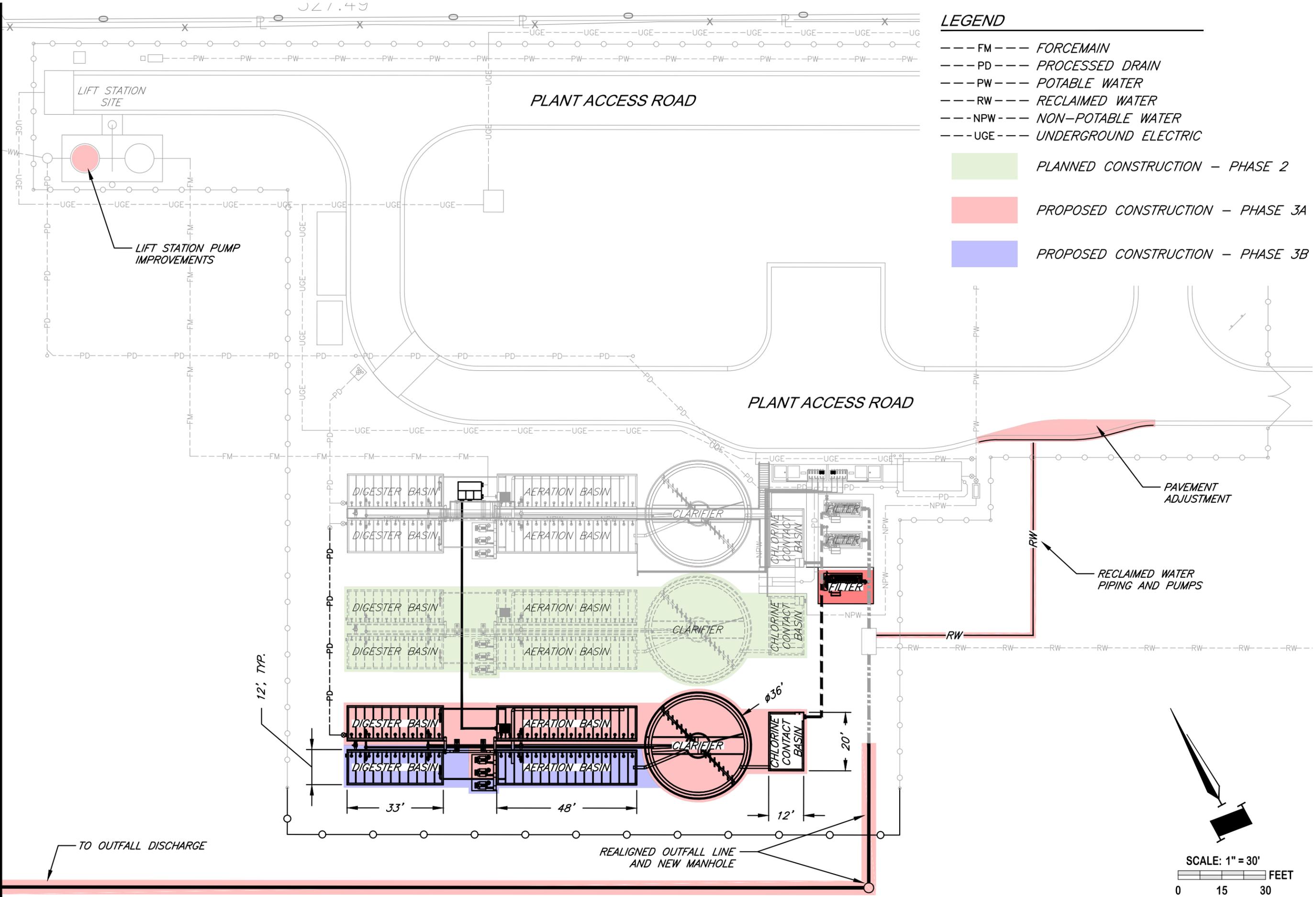
THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

G:\15130\Civil_3D\Production Drawings\Exhibits\15130 Cottonwood Creek Expansion Site Layout.dwg Layout: Sheet 02 -- Tuesday October 25, 2022, 11:11am -- Copyright 2022, George Butler Associates, Inc.



LEGEND

- FM --- FORCEMAIN
 - PD --- PROCESSED DRAIN
 - PW --- POTABLE WATER
 - RW --- RECLAIMED WATER
 - NPW --- NON-POTABLE WATER
 - UGE --- UNDERGROUND ELECTRIC
-
- PLANNED CONSTRUCTION - PHASE 2
 - PROPOSED CONSTRUCTION - PHASE 3A
 - PROPOSED CONSTRUCTION - PHASE 3B

Item 5.
9801 Renner Boulevard
Lenexa, Kansas 66211
913.492.0400
www.gbateam.com



COTTONWOOD CREEK W.W.T.P. EXPANSION

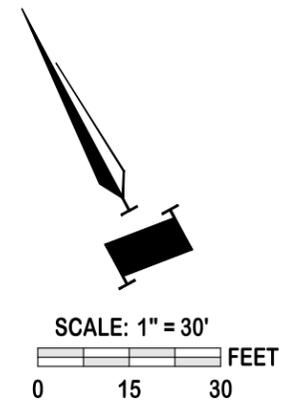
PROPOSED SITE LAYOUT
CITY OF MANOR

15317 US 290, MANOR, TRAVIS COUNTY, TEXAS

PROJECT NUMBER
15130.00

DATE
10/17/2022

SHEET NUMBER



BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 130,000	\$ 130,000	\$ NA
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$ 330,000	\$ 330,000	\$ NA
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$ 396,221	\$ 118,866	\$ 277,355
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 31,041	\$ 9,312	\$ 21,729
10. Equipment	\$ 1,462,322	\$ 438,696	\$ 1,023,626
11. Miscellaneous	\$ 58,469	\$ 17,541	\$ 40,928
12. SUBTOTAL (sum of lines 1-11)	\$ 2,408,052	\$ 1,044,416	\$ 1,363,636
13. Contingencies	\$ 240,805	\$ 104,442	\$ 136,364
14. SUBTOTAL	\$ 2,648,857	\$ 1,148,857	\$ 1,500,000
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 2,648,857	\$ 1,148,857	\$ 1,500,000
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X 70% % Enter the resulting Federal share.			\$ 1,500,000

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 260,000	\$ 260,000	\$ NA
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$ 330,000	\$ 330,000	\$ NA
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$ 675,110	\$ 397,756	\$ 277,355
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 62,082	\$ 40,353	\$ 21,729
10. Equipment	\$ 2,392,443	\$ 1,368,818	\$ 1,023,626
11. Miscellaneous	\$ 75,976	\$ 35,048	\$ 40,928
12. SUBTOTAL (sum of lines 1-11)	\$ 3,795,612	\$ 2,431,975	\$ 1,363,636
13. Contingencies	\$ 379,561	\$ 243,197	\$ 136,364
14. SUBTOTAL	\$ 4,175,173	\$ 2,675,173	\$ 1,500,000
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 4,175,173	\$ 2,675,173	\$ 1,500,000
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X <input type="text" value="n/a"/> % Enter the resulting Federal share.			\$ 1,500,000