



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, December 06, 2023 at 7:00 PM

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

AGENDA

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Non-Agenda Item Public Comments (white card): Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person.

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

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

PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Highway 290 as well as Shadowglen Boulevard and US Highway 290, Manor, TX.**

Applicant: Marcus Equity

Owner: Cottonwood Holdings Limited, LLC

Submitted by: Scott Dunlop, Development Services Director

CONSENT AGENDA

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

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

Submitted by: Lluvia T. Almaraz, City Secretary

- November 15, 2023, City Council Regular Meeting;
- November 20th and 29th, 2023, City Council Called Special Sessions

3. Consideration, discussion, and possible action on the Purchase Agreement with Zalaram LLC for a wastewater easement with a temporary construction easement for Parcel No. 3.

Submitted by: Scott Moore, City Manager

4. Consideration, discussion, and possible action on the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement for Parcel No. 4.

Submitted by: Scott Moore, City Manager

5. Consideration, discussion, and possible action on the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement for Parcel No. 5.

Submitted by: Scott Moore, City Manager

6. Consideration, discussion, and possible action on the Purchase Agreement with Easy Jet Drive LP for a wastewater easement with a temporary construction easement for Parcel No. 6.

Submitted by: Scott Moore, City Manager

REGULAR AGENDA

7. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas repealing Ordinance Number 119-A and any amendments thereto and all juvenile curfew offenses listed in Chapter 8 Offenses and Nuisances, Article 8.02 Minors, Division 2 Curfew.

Submitted by: Audrey Guthrie, Associate Attorney

8. Consideration, discussion, and possible action on Statement of Work No. 27 to complete a Service Line Inventory and submit the results to the Texas Commission on Environmental Quality (TCEQ) before the October 16, 2024, Environmental Protection Agency (EPA) deadline.

Submitted by: Frank T. Phelan, P.E., City Engineer

- 9. First Reading: Consideration, discussion, and possible action on an Ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.**
Applicant: Marcus Equity
Owner: Cottonwood Holdings Limited, LLC
Submitted by: Scott Dunlop, Development Services Director
- 10. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 20,796 Square Foot Wastewater Easement and a 19,514 Square Foot Acre Temporary Construction Easement (both as described in Exhibits "A, "B," and "C") from that 13.502 Acre Tract conveyed by Warranty Deed to Tuan and Nhieu Nguyen and recorded at Document Number 2022072304 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**
Submitted by: Scott Moore, City Manager
- 11. Consideration, discussion, and possible action on the appointments of the City Council Committees.**
Submitted by: Scott Moore, City Manager
- Budget Committee
 - Public Improvement District Committee
 - Park Committee
 - Public Tree Advisory Board
 - Economic Development Committee
 - Capital Improvement Committee
 - Community Collaborative Committee
 - Healthcare Committee
 - Emergency Management Committee
 - Public Safety Committee
- 12. Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 0.98 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.**
Submitted by: Scott Dunlop, Development Services Director
- 13. Acknowledge the resignation of Planning and Zoning Commissioner LaKesha Small, Place No. 7, and declare a vacancy.**
Submitted by: Scott Dunlop, Development Services Director
- 14. Consideration, discussion, and possible action to close city offices at noon on Friday, December 15, 2023.**
Submitted by: Tracey Vasquez, HR Director

EXECUTIVE SESSION

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

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

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, December 1, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail lalmaraz@manortx.gov



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

Applicant: Marcus Equity

Owner: Cottonwood Holdings Limited, LLC

BACKGROUND/SUMMARY:

This is a city-initiated amendment with the purpose of making the original 1996 PUD zoning ordinance consistent with the land plan in the Shadowglen Development Agreement.

The original PUD zoning ordinance for the in-city portions of Shadowglen (the commercial on US 290, golf course, and Wilbarger Creek open space area) was approved back in 1996. The original Shadowglen Development Agreement was approved in 2001, which was amended in 2005 and 2007 and expired in 2011 when the developer defaulted. The Agreement was then revised and approved in 2013 and included exhibits of the approved land uses for the in-city and out-of-city portions of Shadowglen. The exhibit for the in-city portion of the development did not follow the land uses shown on the 1996 PUD but followed the developer's land use plan from 2003. The land use plan in the development agreement was further amended in 2018 and 2021.

This city-initiated PUD amendment is only to make the zoning ordinance for Shadowglen consistent with the 2021 land use plan from the development agreement and no changes are sought to the 2012 plan by this amendment. The portions of Shadowglen outside the city limits, which are all the single-family residential, the Flats apartments, and the commercial around Shadowglen Trace/973 are not being changed and are regulated only by the development agreement.

The Planning and Zoning Commission voted to approve 6-0 with the condition that a letter or some form of communication with the residents on the provided mailing list and HOA is sent out explaining that no changes are being made to the PUD, the map is simply being updated to reflect what currently exists. This notice was provided and is attached in the backup along with first notice.

The public hearing was presented to the City Council on August 16th and it was open and postponed until the September 6th meeting for additional information to be provided. At that meeting, it was postponed a second time to December 6th.

Between September 6th and December 6th historical records were searched again to see if records related to the December 20, 2000 or February 16, 2005 PUD Ordinance amendments could be located. No records pertaining to the 2000 amendment can be found. For the 2005 amendment, the backup that was considered was located along with the minutes from the Joint P&Z and City Council meeting where the PUD amendment was heard. No

ordinances from the 2000 or 2005 amendments have been found leaving only the original 1996 ordinance as the record.

Considered with this PUD Amendment, there is a draft 4th Amendment to the Shadowglen Development Agreement provided by the property owner of parcels W-13A and W-13B, which are shown as Neighborhood Business and Multi-Family on the land use plan. These parcels are along Lexington Street between McDonalds and the Shadowglen Golf Course Clubhouse. It would increase the unit density from 21 units/acre to 25 units/acre and require the developer to provide a minimum of 7,000 square feet of commercial space along Lexington Street.

However, since there is a proposal to modify unit densities, that would need to be considered on the PUD in addition to the development agreement. Because of this the City Council has three options:

1. Consider approval of the PUD as presented which would make the PUD ordinance and land use plan of the development agreement consistent. With this option the draft development agreement could not be approved as currently provided. The developer seeking the density increase would need to file their own PUD amendment that would have public notices and go to P&Z and the City Council for consideration and with that PUD amendment the 4th amendment to the development agreement would also be considered; or
2. Amend the PUD before you to increase the multi-family unit density to 25 units per acre, which matches the current city code, and upon second reading on Dec. 20th a revised PUD reflecting this change will be presented and the development agreement can also be considered too; or
3. Pull the PUD Ordinance from consideration and have it re-notified and sent back through P&Z with the density provision included. Under this option the development agreement would not be presented again until the PUD is back before the City Council. The risk associated with this option is, as a developer-lead amendment, if P&Z or the City Council does not approve the increased density, the developer can choose to pull the PUD amendment from consideration and the portion of the amendment that the city is seeking would also be pulled and we would have to restart the city-initiated PUD amendment that was to make the PUD ordinance and development agreement land use plan consistent.

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

- | | |
|--|--|
| <ul style="list-style-type: none"> • Ordinance • Land Plan – Zoning Exhibit • Aerial Image • 1996 PUD Zoning Ordinance • 2005 Support Documents | <ul style="list-style-type: none"> • 2005 P&Z/CC Joint Meeting Minutes • Draft Development Agreement • Public Notice 1st and 2nd • Mailing Labels • Draft 4th Amendment to the Dev. Agreement • Conceptual Multi-family/retail layout |
|--|--|

STAFF RECOMMENDATION:

City staff recommends that the City Council conduct a public hearing on an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING
ORDINANCE 126 TO MODIFY THE PLANNED UNIT DEVELOPMENT
LAND USE PLAN FOR THE SHADOWGLEN DEVELOPMENT;
REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO
PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT;
AND PROVIDING FOR RELATED MATTERS.**

Whereas, the City of Manor, Texas (the “City”) has initiated that the property described hereinafter in Exhibit “A” attached hereto and incorporated herein as if fully set forth (the “Property”) be rezoned from zoning district Planned Unit Development (PUD) to zoning district Planned Unit Development (PUD);

Whereas, Ordinance No. 126 (“PUD Ordinance”) was adopted by the City of Manor, Texas City Council (the “City Council”) on July 23, 1996 and action was taken by City Council to amend the PUD Ordinance on December 20, 2000 and February 16, 2005;

Whereas, the Third Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective July 7, 2021 amended that certain Development Agreement for the ShadowGlen Subdivision dated effective January 10, 2011, as amended, contemplated amendments to the PUD through among other things, revising the Land Use Plan for the PUD; and

Whereas, the City has initiated an amendment to the PUD Ordinance in order to update and modify the PUD, including the Planned Unit Development Land Use Plan for the Shadowglen Subdivision PUD;

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; and

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. Ordinance No. 126 is hereby modified and amended by replacing Appendix “A” in its entirety and replacing with a new Appendix “A” which is attached hereto and incorporated herein as if fully set forth as Exhibit “B” to include the modified Planned Unit Development Land Use Plan for the Shadowglen Planned Unit Development.

Section 3. Amendment of Conflicting Ordinances. Appendix “A” of the City’s Ordinance No. 126 is hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any code or ordinance of the city, the terms and provisions of this ordinance shall govern.

ORDINANCE NO.**Page 2**

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

PASSED AND APPROVED FIRST READING on this the ____ day of _____ 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of _____ 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT “A”

Property Legal Description:

AREA INSIDE MANOR CITY LIMITS FOR "P.U.D. GENERAL LAND USE PLAN"

METES AND BOUNDS DESCRIPTION

Being all that certain 292.7963 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and out of that certain 97.212 acre tract (called Tract 2) in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, TCRPR, and being comprised of a 58.1610 acre tract (TRACT 1) called a 58.134 acre tract (called Second Tract of a 816.928 acre tract) in Deed to Austin Manor Investments recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR), and, a 0.3629 acre tract (TRACT 2) called a 0.36 acre tract (called Third Tract of a 203.39 acre tract) in said Deed to Austin Manor Investments recorded in Volume 8623, Page 931, TCRPR; and out of and part of that certain 758.794 acre tract (called First Tract of 816.928 acres) and out of and part of that certain 181.445 acre tract (called First Tract of 203.39 acres, both as described in Warranty Deed to Austin Manor Investments, and recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR); all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69, Travis County, Texas, all being originally out of Tracts 2, 3, 4, 5, 6, 7, 8, and 9, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records, and being a 3.0418 acre tract situated in the JAMES MANOR SURVEY NO. 40, A-546 (called 3.055 acres), as described in Deed to Austin-Manor Investments by Deed recorded in Volume 8103, Page 270, TCRPR; said 292.7963 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point marking the Northeast corner of the herein described tract, same being located at the intersection with the existing City of Manor City Limits Line, same being located in the East line of said 1020.318 acre tract and being further located North 31°25' East-654.09 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract;

THENCE, South 31°25' West, with the East line of said 1020.318 acre tract, a distance of 654.09 feet to a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290 with the said East line of the said 1020.318 acre tract;

THENCE, crossing said U.S. Highway 290, South 31°49'03" West, a distance of 258.62 feet to an iron rod found marking the Northeast corner of the herein described tract, same being the Northeast corner of said 58.5239 acre tract, same being the Northwest corner of that certain 93.787 acre tract as conveyed by Deed to Ruben H. Johnson Company, recorded in Volume 5610, Page 828, Travis County Deed Records (TCDR), same being located in the South right-of-way line of U.S. 290 East (based on 222 feet in width) and being further located South 31°49'03" West, a distance of 258.62 feet from a State Department of Highways and Public Transportation (SDHPT) concrete monument;

THENCE, South 31°28'34" West, with the Southeast line of the herein described tract and the Southeast line of said 58.5239 acre tract, and the Northwestern line of an old abandoned county road, as vacated in Volume D, Page 520, TCDR, a distance of 1620.28 feet to an iron rod found for angle point and corner, same being an internal "L" corner of said 93.787 acre tract, same being located North 56°12'18" West, a distance of 20.76 feet from an iron rod found marking the Northwest corner of that certain 0.23 acre tract as conveyed by Deed to Cleora McVade, recorded in Volume 7585, Page 917, TCDR;

THENCE, South 33°05'54" West, with the Southeast line of the herein described tract, a distance of 106.33 feet to a 60d nail found in fence corner marking the Southeast corner of the herein described tract and the Southeast corner of said 58.5239 acre tract, same being in the Northerly line of that certain 9.997 acre tract as conveyed by Deed to A. Jo Baylor, Trustee, recorded in Volume 865, Page 277, TCRPR;

ORDINANCE NO.

Page 5

THENCE, North 59°03'21" West, with the Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of said 9.997 acre tract, a distance of 356.38 feet to an iron rod found for angle point and corner;

THENCE, North 60°15'09" West, with the said Southwest line of the herein described tract and the said Northeast line of the 9.997 acre tract, passing at a distance of 43.45 feet a point marking the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Gary Warren, recorded in Volume 12187, Page 18, TCRPR, passing at a distance of 93.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Howard Richards, recorded in Volume 12269, Page 1278, TCRPR, passing at a distance of 143.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to H. Schneider, recorded in Volume 8585, Page 396, TCRPR, passing at a distance of 193.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to R. Eppright, recorded in Volume 8585, Page 393, TCRPR, passing at a distance of 243.45 feet the Southwest corner of that certain 0.115 acre tract conveyed by Deed to R. Rochner, recorded in Volume 8585, Page 390, TCRPR, and continuing a total distance of 350.91 feet to an iron rod found for angle point and corner, same being the Northwest corner of said 9.997 acre tract and the Northeast corner of the City of Manor Cemetery;

THENCE, North 59°52'02" West, with the said Southwest line of the herein described tract and the Northeast line of said City of Manor Cemetery, a distance of 366.67 feet to an iron rod found for angle point and corner, same being the Northwest corner of said Cemetery and the original Northeast corner of A. E. LANE'S ADDITION, a subdivision according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North 58°29'42" West, with the said Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of that certain tract conveyed to Anderson by Deed recorded in Volume 8702, Page 813, TCRPR, a distance of 141.14 feet to an iron rod found for angle point and corner;

THENCE, with the said Southwest line of the herein described tract and of the said 58.5239 acre tract and the Northeast line of said A. E. LANE'S ADDITION, and the Southwesterly line of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, the following five (5) courses and distances:

- (1) North 59°05'39" West, passing at a distance of 103.35 feet the Southeast corner of Lot 7 of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, a subdivision of a portion of said 58.5239 acres recorded in Volume 94, Page 393, TCPR, and continuing a total distance of 457.00 feet to an iron rod set for angle point and corner;
- (2) North 59°00'00" West-359.92 feet to an iron rod set for angle point and corner;
- (3) North 59°05'00" West-243.47 feet to an iron rod found for angle point and corner;
- (4) North 58°42'33" West, passing at a distance of 81.40 feet an iron rod found marking the common North corner of Lot 1 and Lot 2, Block 11, A. E. LANE'S ADDITION, passing at a distance of 133.75 feet an iron rod found marking the common North corner of Lot 2 and Lot 3, passing at a distance of 186.33 feet an iron rod found marking the common North corner of Lot 3 and Lot 4, and continuing a total distance of 314.95 feet to an iron rod found for angle point and corner; and
- (5) North 58°51'13" West-112.14 feet to an iron rod set marking the Southwest corner of said 58.1610 acre tract, the Southeast corner of said 0.3629 acre tract and the common West corner of said T. M. RECTOR ESTATE Tract 3 and Tract 4;

THENCE, continue with the Southwest line of the herein described tract and of the said 0.3629 acre tract and the said Northeast line of A. E. LANE'S ADDITION the following two (2) courses and distances:

- (1) North 58°51'13" West-81.45 feet to an iron rod found marking the West 1/2 of Lot 8, Block 10; and
- (2) North 58°26'34" West-149.08 feet to an iron rod set for the most Westerly corner of the herein described tract and of said 0.3629 acre tract, same being located in the said South right-of-way line of U.S. 290 East (variable width), same being the most Westerly apex corner of said 58.5239 acre tract, and of said COTTONWOOD COMMERCIAL SOUTH SECTION ONE;

ORDINANCE NO.

Page 6

THENCE, crossing said U.S. Highway 290 North $59^{\circ}13'54''$ West, a distance of 0.32 feet an iron rod set for angle point and corner, same being in the original Northeast line of A. E. LANE'S ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North $59^{\circ}17'58''$ West, with the Southwesterly line of said 203.39 acre tract and the Northeast line of said A. E. LANE'S ADDITION, passing at a distance of 1.98 feet an iron rod found and continuing a total distance of 295.07 feet to an iron rod found marking the Northeast corner of said 3.0418 acre tract, same being the common North corner of Lot 7 and Lot 8, Block 3, said A. E. LANE'S ADDITION, same being further located South $59^{\circ}07'23''$ East, a distance of 100.33 feet from an iron pipe found marking the Northwest corner of Lot 6, Block 3, and the original Northwest corner of said A. E. LANE'S ADDITION;

THENCE, South $13^{\circ}42'48''$ West, with the East line of said 3.0418 acre tract and the East line of said Lot 7, Block 3, a distance of 178.33 feet to an iron rod set for the Southeast corner of said 3.0418 acre tract, same being located in the curving North right-of-way line of U.S. 290 East;

THENCE, in a Southwesterly direction along the arc of a curve to the left and with the said North right-of-way line of U.S. 290 East, said curve having a radius of 3836.62 feet, a chord bearing and distance of South $87^{\circ}01'47''$ West-42.27 feet to an iron rod found for angle point and corner;

THENCE, North $64^{\circ}14'41''$ West, with a Southwest line of the said 3.0418 acre tract and the Northeasterly right-of-way of Gregg-Manor Road, a distance of 347.67 feet to a SDHPT brass monument found for angle point and corner;

THENCE, with the Easterly right-of-way line of Gregg-Manor Road and the West line of said 3.0418 acre tract and said 203.39 acre tract, and the herein described tract, the following eleven (11) courses and distances:

- (1) North $34^{\circ}16'29''$ West-220.71 feet to an iron rod found for angle point and corner;
- (2) North $35^{\circ}24'43''$ West-200.14 feet to an iron rod found for angle point and corner;
- (3) North $34^{\circ}33'22''$ West-141.01 feet to an iron pipe found marking the most Westerly corner of said 3.0418 acre tract, same being in the Westerly line of said 203.39 acre tract;
- (4) North $58^{\circ}35'33''$ West-2.78 feet with the said Westerly line of the 203.39 acre tract to an iron rod set for corner and the point of curvature of a curve to the right;
- (5) In a Northwesterly direction along an arc of a curve to the right, said curve having a radius of 532.96 feet, an arc length of 322.71 feet, a chord bearing and distance of North $09^{\circ}10'09''$ West-317.80 feet to an iron rod found for point of tangency,

same being further located South $82^{\circ}01'15''$ East-79.83 feet from an iron rod found on the West right-of-way line of said Gregg-Manor Road;

- (6) North $08^{\circ}09'25''$ East-625.30 feet to a point for corner;
- (7) North $08^{\circ}09'25''$ East-207.80 feet to a point of curvature;
- (8) In a Northeasterly direction along the arc of a curve to the left, said curve having a radius of 2905.45 feet, an arc length of 451.27 feet, a chord bearing and distance of North $03^{\circ}43'55''$ East-450.31 feet;
- (9) North $00^{\circ}47'03''$ West-282.72 feet to a point of curvature;
- (10) In a Northwesterly direction along the arc of a curve to the left, said curve having a radius of 1469.50 feet, an arc length of 599.72 feet, a chord bearing and distance of North $12^{\circ}24'45''$ West-595.57 feet; and
- (11) North $24^{\circ}05'00''$ West, a distance of 275.25 feet to an iron rod set for the Northwest corner of the herein described tract, same being located in the curving said City of Manor City Limits Line;

THENCE, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $78^{\circ}20'55''$ East-1029.14 feet to a point of compound curvature for a corner of the herein described tract;

ORDINANCE NO.

Page 7

THENCE, continue, in a Southeasterly direction along the arc of a curve to a right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $65^{\circ} 02' 05''$ East-545.91 feet to a point of tangency of the herein described tract;

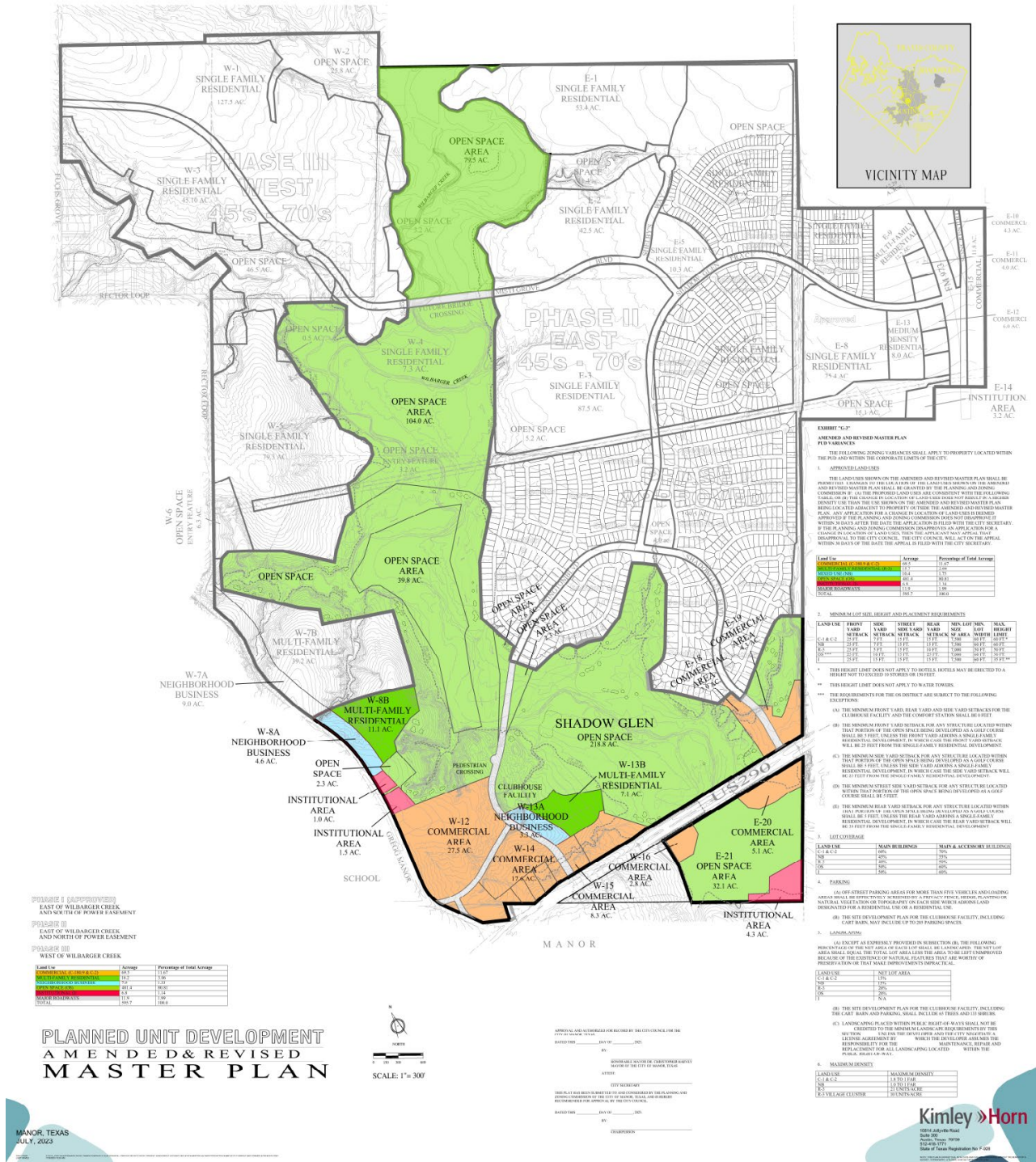
THENCE, South $59^{\circ} 05' 36''$ East, with the said City of Manor City Limits Line, a distance of 4380.39 feet to the POINT OF BEGINNING and containing 292.7968 acres of land, not including the area encompassed by existing U.S. Highway 290 right-of-way.

Compiled From Office and Field Information By:

Robert M. Sherrod, R.P.L.S.
GEO, A Geographical Land Services Co.
4412 Spicewood Springs Road, #1002
Austin, Texas 78759
RMS:ks
May 28, 1996
Revised: July 22, 1996
GEO Job No. 966467



EXHIBIT "B"
Planned Unit Development Land Use Plan
[attached]



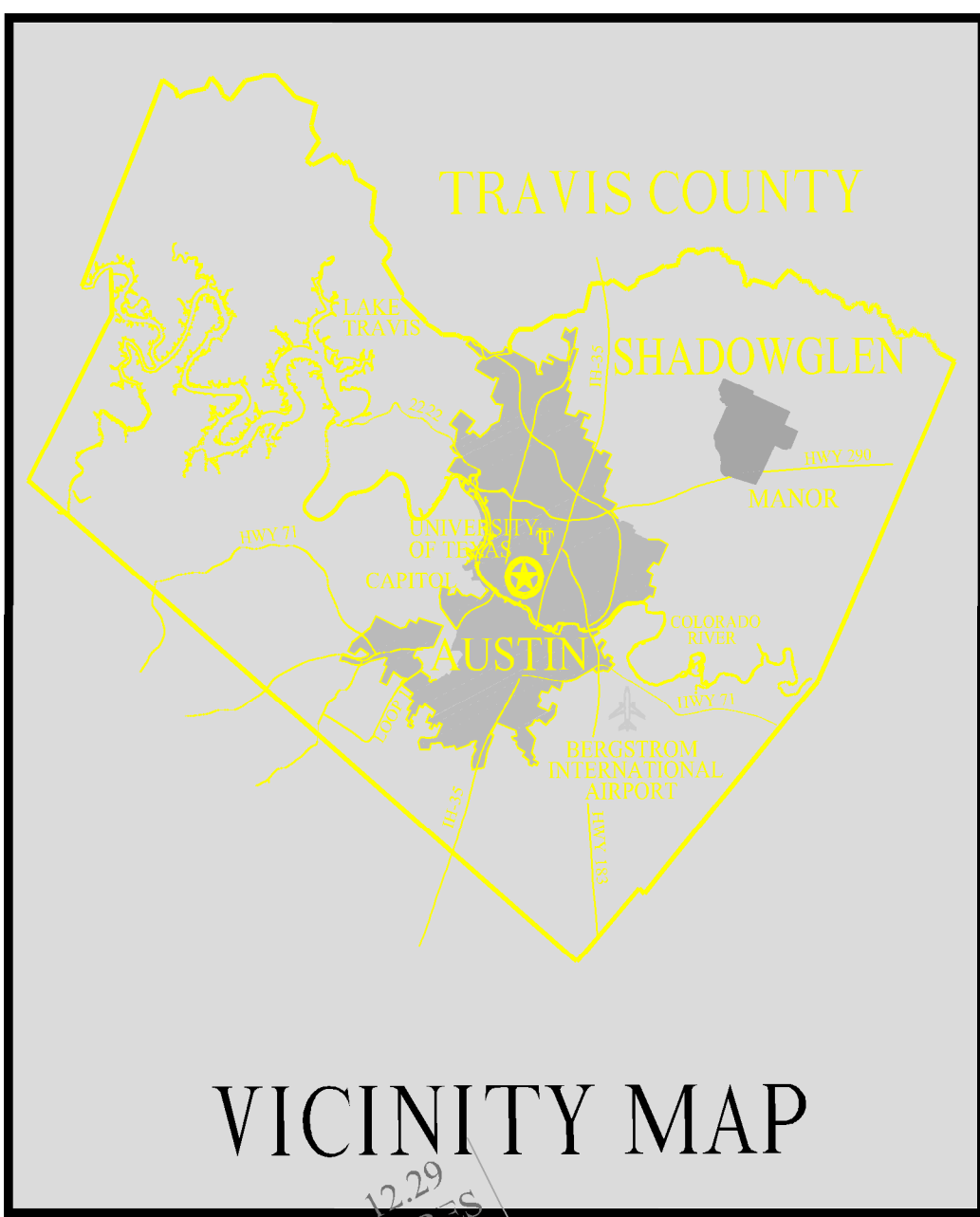
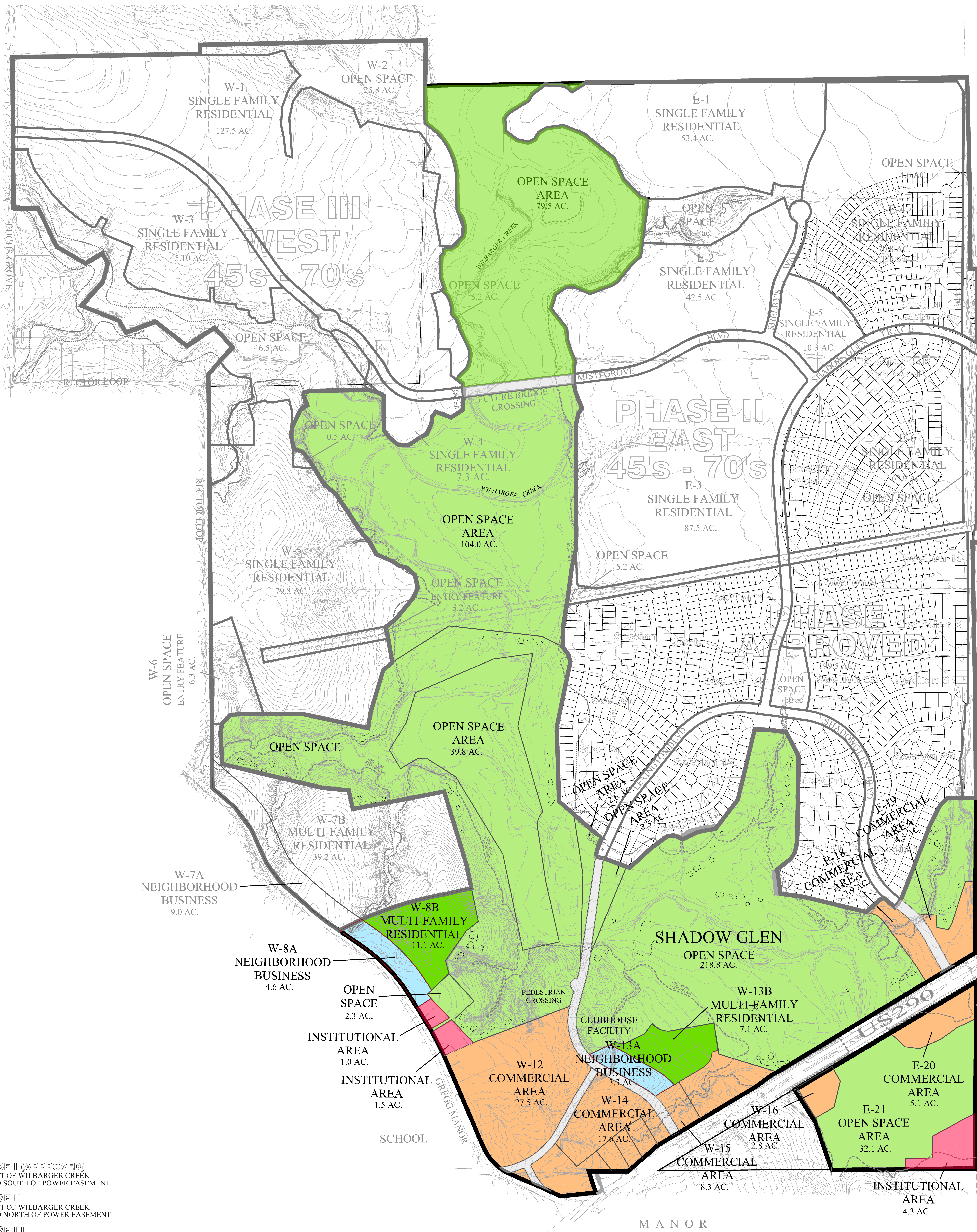


EXHIBIT "G-3"

AMENDED AND REVISED MASTER PLAN
PUD VARIANCES

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

1. APPROVED LAND USES

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

Land Use	Acreage	Percentage of Total Acreage
COMMERCIAL (C-180.9 & C-2)	69.5	11.67
MULTI-FAMILY RESIDENTIAL (R-3)	15.7	2.64
MIXED USE (NB)	10.4	1.75
OPEN SPACE (OS)	481.4	80.81
INSTITUTIONAL (I)	6.8	1.14
MAJOR ROADWAYS	11.9	1.99
TOTAL	595.7	100.0

2. MINIMUM LOT SIZE, HEIGHT AND PLACEMENT REQUIREMENTS

LAND USE	FRONT YARD SETBACK	SIDE YARD SETBACK	REAR YARD SETBACK	MIN. LOT SIZE SF AREA	MIN. LOT WIDTH	MAX. HEIGHT LIMIT
C-1 & C-2	25 FT.	7 FT.	15 FT.	7,500	60 FT.	60 FT.
NB	25 FT.	7 FT.	15 FT.	7,500	60 FT.	60 FT.
R-3	25 FT.	5 FT.	15 FT.	7,000	50 FT.	50 FT.
OS ***	25 FT.	10 FT.	15 FT.	7,000	60 FT.	30 FT.
I	25 FT.	15 FT.	15 FT.	7,500	60 FT.	35 FT.

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

3. LOT COVERAGE

LAND USE	MAIN BUILDINGS	MAIN & ACCESSORY BUILDINGS
C-1 & C-2	60%	70%
NB	45%	55%
R-3	40%	50%
OS	50%	60%
I	50%	60%

4. PARKING

(A) OFF-STREET PARKING AREAS FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVACY FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

(B) THE SITE DEVELOPMENT PLAN FOR THE CLUBHOUSE FACILITY, INCLUDING CART BARN, MAY INCLUDE UP TO 205 PARKING SPACES.

5. LANDSCAPING

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

LAND USE	NET LOT AREA
C-1 & C-2	15%
NB	15%
R-3	20%
OS	20%
I	N/A

(B) THE SITE DEVELOPMENT PLAN FOR THE CLUBHOUSE FACILITY, INCLUDING THE CART BARN AND PARKING, SHALL INCLUDE 65 TREES AND 133 SHRUBS.

(C) LANDSCAPING PLACED WITHIN PUBLIC RIGHT-OF-WAYS SHALL NOT BE CREDITED TO THE MINIMUM LANDSCAPE REQUIREMENTS BY THIS SECTION. UNLESS THE DEVELOPER AND THE CITY NEGOTIATE A LICENSE AGREEMENT BY WHICH THE DEVELOPER ASSUMES THE RESPONSIBILITY FOR THE MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL LANDSCAPING LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.

6. MAXIMUM DENSITY

LAND USE	MAXIMUM DENSITY
C-1 & C-2	1.8 TO 1 FAR
NB	1.0 TO 1 FAR
R-3	21 UNITS/ACRE
R-3 VILLAGE CLUSTER	10 UNITS/ACRE

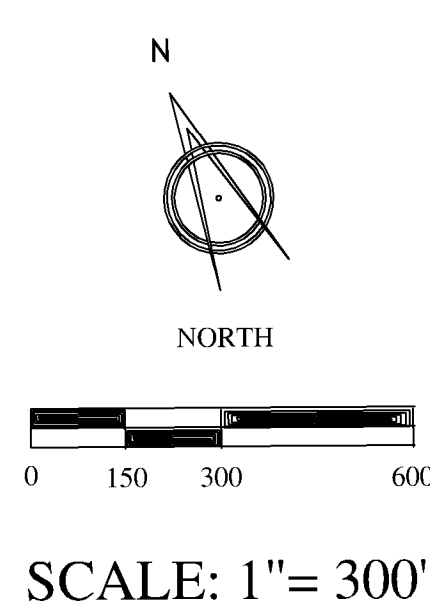
PHASE I (APPROVED)
EAST OF WILBARGER CREEK
AND SOUTH OF POWER EASEMENT

PHASE II
EAST OF WILBARGER CREEK
AND NORTH OF POWER EASEMENT

PHASE III
WEST OF WILBARGER CREEK

Land Use	Acreage	Percentage of Total Acreage
COMMERCIAL (C-180.9 & C-2)	69.5	11.67
MULTI-FAMILY RESIDENTIAL	18.2	3.06
NEIGHBORHOOD BUSINESS	7.9	1.33
OPEN SPACE (OS)	481.4	80.81
INSTITUTIONAL (I)	6.8	1.14
MAJOR ROADWAYS	11.9	1.99
TOTAL	595.7	100.0

PLANNED UNIT DEVELOPMENT A MENDED & REVISED MASTER PLAN



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

DATED THIS _____ DAY OF _____, 2023.

BY:

HONORABLE MAYOR DR. CHRISTOPHER HARVEY
MAYOR OF THE CITY OF MANOR, TEXAS

ATTEST:

CITY SECRETARY

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

DATED THIS _____ DAY OF _____, 2023.

BY:

CHAIRPERSON

MANOR, TEXAS
JULY, 2023

Kimley Horn


10914 Jollyville Road
Suite 300
Austin, Texas 78759
512-415-1771
State of Texas Registration No. F-928


NOTE: THIS PLAN IS A CONCEPTUAL ILLUSTRATION AND DOES NOT REPRESENT THE RESULT OF A SURVEY, TOPOGRAPHY, UTILITY, OR OTHER ENGINEERING STUDY.


Shadowglen PUD Aerial Image


Write a description for your map.


Legend


 Feature 1


 Feature 2

 Feature 3

 Frontier Bank of Texas

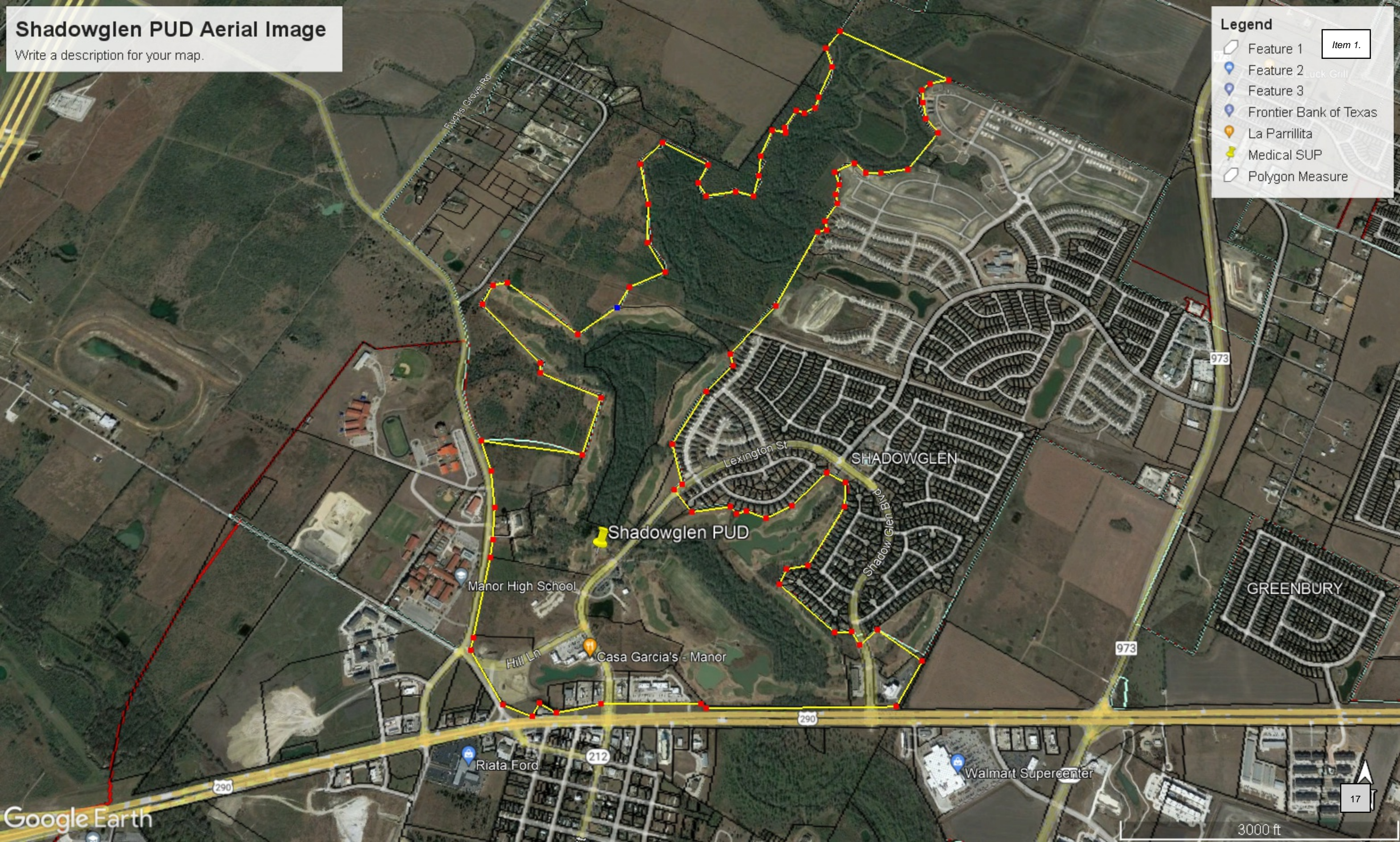
 La Parrillita

 Medical SUP

 Polygon Measure

Item 1.

La Parrillita



ORDINANCE NO. 126

AN ORDINANCE GRANTING APPROVAL OF A LAND USE PLAN IN CONNECTION WITH A PLANNED UNIT DEVELOPMENT; PROVIDING FOR CERTAIN CONDITIONS AND DEPARTURES FROM PROVISIONS OF ORDINANCES; PROVIDING FOR SCOPE APPROVAL OF THE PROJECT; PROVIDING FOR PROCEDURES FOR FUTURE DEVELOPMENT WITHIN THE PLANNED UNIT DEVELOPMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS:

Section 1. Planned Unit Development Approved.

(a) The Planned Unit Development ("PUD") and the zoning designation as such, proposed by Cottonwood Holdings, Ltd. and the Eppright family interests and the Land Use Plan submitted in connection with the PUD are hereby approved.

(b) The boundaries of the PUD district shall be as is set forth by a metes and bounds description contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

(c) Approval of the Land Use Plan is subject to the following conditions:

- (1) The PUD designation is applicable only to lands located within the municipal city limits. The authorization provided herein pertains only to those lands set forth in the Land Use Plan located within the City's municipal limits as is set forth in Exhibit "A-1".
- (2) The Land Use Plan approved herein consists of those documents attached hereto and incorporated by reference as follows:

Appendix A. - A document entitled "Planned Unit Development General Land Use Plan dated June 11, 1996 setting forth a map of the PUD, notes, land account table, additional conditions and phasing approach, prepared on behalf of Cottonwood Holdings, Ltd. by Land Design Studio.

Appendix B. - A memorandum dated July 11, 1996 authored by Gary Bellomy, ASLA, which sets forth the intention of the developers of land within the PUD to develop the project in accordance with the concepts stated therein.

(3) Additional documents relating to the PUD are on file in the office of the City Secretary, as follows:

- i. Schematic map (entitled "Concept Plan Alternate") showing streets, parks, public areas, area uses, etc., prepared by Land Design Studio.
- ii. Cottonwood PUD Development Report authored by Gary Bellomy.

These documents may be used as references to show the general intention for "neo-traditional" development. However, it is understood that they indicate examples of such development.

Section 2. Scope of Approval. The approval of the PUD contained herein applies on that portion of the PUD which is within the City's municipal limits at the effective date of this ordinance, subject to potential extension under Section 6 herein.

Section 3. Compliance Required. The Applicant for the PUD shall comply with the Land Use Plan approved herein and with all of the ordinances of the City of Manor and the conditions and terms set forth herein except where departures are specifically authorized in Section 5 of this ordinance or by a variance or special exception in accordance with the Zoning Ordinance No. 36-P, or the Subdivision Ordinance.

Section 4. Conditions. Approval of this subdivision plat of lands located within the PUD's boundary or proposed boundary is specifically conditioned upon the following conditions being met at the time the applications for subdivisions are submitted:

(a) A water and wastewater plan showing which areas will be served with utility services and other information required to be shown by the Subdivision Ordinance, as amended.

(b) The requirements for parkland dedication in the Subdivision Ordinance must be complied with, except that any previous "excess" dedications may be carried forward and applied to satisfy dedication requirements on subsequent plats in the PUD.

(c) Proof that the width of the streets will not unduly hamper fire trucks from traversing the streets must be submitted. This may be proved with a certificate signed by the chief of the appropriate fire department to show that the street width is sufficient in the opinion of the chief, or other proof reasonably acceptable to the City reviewing officer or body.

(d) A declaration of which streets are to be public and which are to be private must be made, and there must be a showing of how and by whom the streets will be maintained in the future.

(e) The development and each phase approved shall generally adhere to the neo-traditional neighborhood concepts for all residential projects and shall generally conform to the concepts as are set forth in Section 1(c) herein, and the development goals and objectives set forth in Section 5 (j) (7 through 8) of the Zoning Ordinance as amended. If there is a substantial departure from these concepts, then when the PUD Developer submits applications required under Section 6 (c) (1-3) herein, the said applications may be processed for a development to reflect the actual applications under the conventional requirements for R-1 residential or C, or I, as indicated in the Land Use Plan without rezoning, but the departures set forth in Section 5 herein shall not be allowed for those particular applications.

(f) The FEMA 100 year floodplain data shall determine the location of the 100 year floodplain in the PUD notwithstanding any designation to the contrary.

Section 5. Departures. The developer or its successor is specifically approved to depart from requirements set forth in the City of Manor's Ordinances as follows:

- (a) Width of minor street at 24' - 26' rather than 30'.
- (b) Single family lot size at 4,500 s.f. likely rather than 7,500 (R-1) or 7,200 (R-2).
- (c) Minimum lot width of 40' rather than 60'.
- (d) Single family setbacks of 10' front, 10' rear and 5' side yard. Multifamily setbacks of 15' front, 10' side and 10' rear.
- (e) Dwelling unit density for multi-family of 20 dwelling units/acre vs. 36 dwelling units/acre in ordinance.
- (f) Others stated in or incorporated by reference herein.

Section 6. Future Build-Out of PUD.

(a) The City Council has considered the entire Land Use Plan consisting of approximately 1248.9997 acres of land and approves in concept the plans and specifications pertaining to the PUD. It will be necessary for the developer or its successor to submit applications for the PUD district zoning designation for lands which may be added in the future, but no filing fees need to be paid for PUD district zoning approvals. The application may incorporate the original application documents for this

PUD, in lieu of new documents. When and if lands located within the boundaries of the PUD proposal are annexed into the City, such lands shall be given the appropriate zoning classification in accordance with the procedures set forth in Section 13 of the Zoning Ordinance.

(b) The property description of the entire area encompassing the 1248.9997 acres of land is set forth herein as Exhibits A-1 and A-2 and incorporated by reference.

(c) The PUD developers who apply to enlarge the PUD within the City's municipal limits shall:

- (1) Petition the City for annexation of land in accordance with Chapter 43 of the Local Government Code, as amended.
- (2) Petition the City to zone the subject parcel of land as PUD.
- (3) Submit application for Preliminary and Final Plat approval to the City in accordance with the Subdivision Ordinance, as amended.

Such applications or petitions may all be interlinked and submitted together, so that all would be granted or none would be granted.

(d) Joint meetings of the City of Manor, City Council and the Planning and Zoning Commission may be held to consider the foregoing applications in accordance with Section 18 of the Zoning Ordinance.


Section 7. Severability. If any word, phase, clause, sentence, paragraph, section or other part of this ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this ordinance to any other persons or circumstances, shall be affected thereby.

Section 8. Adoption. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each hearing on the PUD and meeting at which this ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such hearing and meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 9. Effective Date. This ordinance shall become effective immediately upon adoption and signature, except as otherwise provided above.

PASSED AND APPROVED this 23rd day of July, 1996.

THE CITY OF MANOR

By: 
Luis Suarez, Mayor

ATTEST:


Nancy Boatright, City Secretary

Exhibit A-1

AREA INSIDE MANOR CITY LIMITS FOR "P.U.D. GENERAL LAND USE PLAN"

METES AND BOUNDS DESCRIPTION

Being all that certain 292.7963 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and out of that certain 97.212 acre tract (called Tract 2) in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, TCRPR, and being comprised of a 58.1610 acre tract (TRACT 1) called a 58.134 acre tract (called Second Tract of a 816.928 acre tract) in Deed to Austin Manor Investments recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR), and, a 0.3629 acre tract (TRACT 2) called a 0.36 acre tract (called Third Tract of a 203.39 acre tract) in said Deed to Austin Manor Investments recorded in Volume 8623, Page 931, TCRPR; and out of and part of that certain 758.794 acre tract (called First Tract of 816.928 acres) and out of and part of that certain 181.445 acre tract (called First Tract of 203.39 acres, both as described in Warranty Deed to Austin Manor Investments, and recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR); all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69, Travis County, Texas, all being originally out of Tracts 2, 3, 4, 5, 6, 7, 8, and 9, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records, and being a 3.0418 acre tract situated in the JAMES MANOR SURVEY NO. 40, A-546 (called 3.055 acres), as described in Deed to Austin Manor Investments by Deed recorded in Volume 8103, Page 270, TCRPR; said 292.7963 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point marking the Northeast corner of the herein described tract, same being located at the intersection with the existing City of Manor City Limits Line, same being located in the East line of said 1020.318 acre tract and being further located North $31^{\circ}25'$ East-654.09 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract;

THENCE, South $31^{\circ}25'$ West, with the East line of said 1020.318 acre tract, a distance of 654.09 feet to a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290 with the said East line of the said 1020.318 acre tract;

THENCE, crossing said U.S. Highway 290, South $31^{\circ}49'03''$ West, a distance of 258.62 feet to an iron rod found marking the Northeast corner of the herein described tract, same being the Northeast corner of said 58.5239 acre tract, same being the Northwest corner of that certain 93.787 acre tract as conveyed by Deed to Ruben H. Johnson Company, recorded in Volume 5610, Page 828, Travis County Deed Records (TCDR), same being located in the South right-of-way line of U.S. 290 East (based on 222 feet in width) and being further located South $31^{\circ}49'03''$ West, a distance of 258.62 feet from a State Department of Highways and Public Transportation (SDHPT) concrete monument;

THENCE, South $31^{\circ}28'34''$ West, with the Southeast line of the herein described tract and the Southeast line of said 58.5239 acre tract, and the Northwestern line of an old abandoned county road, as vacated in Volume D, Page 520, TCDR, a distance of 1620.28 feet to an iron rod found for angle point and corner, same being an internal "L" corner of said 93.787 acre tract, same being located North $56^{\circ}12'18''$ West, a distance of 20.78 feet from an iron rod found marking the Northwest corner of that certain 0.23 acre tract as conveyed by Deed to Cleora McVade, recorded in Volume 7585, Page 917, TCDR;

THENCE, South $33^{\circ}05'54''$ West, with the Southeast line of the herein described tract, a distance of 106.33 feet to a 60d nail found in fence corner marking the Southeast corner of the herein described tract and the Southeast corner of said 58.5239 acre tract, same being in the Northerly line of that certain 9.997 acre tract as conveyed by Deed to A. Jo Baylor, Trustee, recorded in Volume 865, Page 277, TCRPR;

THENCE, North 59°03'21" West, with the Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of said 9.997 acre tract, a distance of 356.38 feet to an iron rod found for angle point and corner;

THENCE, North 60°15'09" West, with the said Southwest line of the herein described tract and the said Northeast line of the 9.997 acre tract, passing at a distance of 43.45 feet a point marking the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Gary Warren, recorded in Volume 12187, Page 18, TCRPR, passing at a distance of 93.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Howard Richards, recorded in Volume 12269, Page 1278, TCRPR, passing at a distance of 143.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to H. Schneider, recorded in Volume 8585, Page 396, TCRPR, passing at a distance of 193.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to R. Eppright, recorded in Volume 8585, Page 393, TCRPR, passing at a distance of 243.45 feet the Southwest corner of that certain 0.115 acre tract conveyed by Deed to R. Rochner, recorded in Volume 8585, Page 390, TCRPR, and continuing a total distance of 350.91 feet to an iron rod found for angle point and corner, same being the Northwest corner of said 9.997 acre tract and the Northeast corner of the City of Manor Cemetery;

THENCE, North 59°52'02" West, with the said Southwest line of the herein described tract and the Northeast line of said City of Manor Cemetery, a distance of 366.67 feet to an iron rod found for angle point and corner, same being the Northwest corner of said Cemetery and the original Northeast corner of A. E. LANE'S ADDITION, a subdivision according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North 58°29'42" West, with the said Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of that certain tract conveyed to Anderson by Deed recorded in Volume 8702, Page 813, TCRPR, a distance of 141.14 feet to an iron rod found for angle point and corner;

THENCE, with the said Southwest line of the herein described tract and of the said 58.5239 acre tract and the Northeast line of said A. E. LANE'S ADDITION, and the Southwesterly line of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, the following five (5) courses and distances:

- (1) North 59°05'39" West, passing at a distance of 103.35 feet the Southeast corner of Lot 7 of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, a subdivision of a portion of said 58.5239 acres recorded in Volume 94, Page 393, TCPR, and continuing a total distance of 457.00 feet to an iron rod set for angle point and corner;
- (2) North 59°00'00" West-359.92 feet to an iron rod set for angle point and corner;
- (3) North 59°05'00" West-243.47 feet to an iron rod found for angle point and corner;
- (4) North 58°42'33" West, passing at a distance of 81.40 feet an iron rod found marking the common North corner of Lot 1 and Lot 2, Block 11, A. E. LANE'S ADDITION, passing at a distance of 133.75 feet an iron rod found marking the common North corner of Lot 2 and Lot 3, passing at a distance of 186.33 feet an iron rod found marking the common North corner of Lot 3 and Lot 4, and continuing a total distance of 314.95 feet to an iron rod found for angle point and corner; and
- (5) North 58°51'13" West-112.14 feet to an iron rod set marking the Southwest corner of said 58.1610 acre tract, the Southeast corner of said 0.3629 acre tract and the common West corner of said T. M. RECTOR ESTATE Tract 3 and Tract 4;

THENCE, continue with the Southwest line of the herein described tract and of the said 0.3629 acre tract and the said Northeast line of A. E. LANE'S ADDITION the following two (2) courses and distances:

- (1) North 58°51'13" West-81.45 feet to an iron rod found marking the West 1/2 of Lot 8, Block 10; and
- (2) North 58°26'34" West-149.08 feet to an iron rod set for the most Westerly corner of the herein described tract and of said 0.3629 acre tract, same being located in the said South right-of-way line of U.S. 290 East (variable width), same being the most Westerly apex corner of said 58.5239 acre tract, and of said COTTONWOOD COMMERCIAL SOUTH SECTION ONE;

THENCE, crossing said U.S. Highway 290 North $59^{\circ}13'54''$ West, a distance of 0.32 feet an iron rod set for angle point and corner, same being in the original Northeast line of A. E. LANE'S ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North $59^{\circ}17'58''$ West, with the Southwesterly line of said 203.39 acre tract and the Northeast line of said A. E. LANE'S ADDITION, passing at a distance of 1.98 feet an iron rod found and continuing a total distance of 295.07 feet to an iron rod found marking the Northeast corner of said 3.0418 acre tract, same being the common North corner of Lot 7 and Lot 8, Block 3, said A. E. LANE'S ADDITION, same being further located South $59^{\circ}07'23''$ East, a distance of 100.33 feet from an iron pipe found marking the Northwest corner of Lot 6, Block 3, and the original Northwest corner of said A. E. LANE'S ADDITION;

THENCE, South $13^{\circ}42'48''$ West, with the East line of said 3.0418 acre tract and the East line of said Lot 7, Block 3, a distance of 178.33 feet to an iron rod set for the Southeast corner of said 3.0418 acre tract, same being located in the curving North right-of-way line of U.S. 290 East;

THENCE, in a Southwesterly direction along the arc of a curve to the left and with the said North right-of-way line of U.S. 290 East, said curve having a radius of 3836.62 feet, a chord bearing and distance of South $87^{\circ}01'47''$ West-42.27 feet to an iron rod found for angle point and corner;

THENCE, North $64^{\circ}14'41''$ West, with a Southwest line of the said 3.0418 acre tract and the Northeasterly right-of-way of Gregg-Manor Road, a distance of 347.67 feet to a SDHPT brass monument found for angle point and corner;

THENCE, with the Easterly right-of-way line of Gregg-Manor Road and the West line of said 3.0418 acre tract and said 203.39 acre tract, and the herein described tract, the following eleven (11) courses and distances:

- (1) North $34^{\circ}16'29''$ West-220.71 feet to an iron rod found for angle point and corner;
- (2) North $35^{\circ}24'43''$ West-200.14 feet to an iron rod found for angle point and corner;
- (3) North $34^{\circ}33'22''$ West-141.01 feet to an iron pipe found marking the most Westerly corner of said 3.0418 acre tract, same being in the Westerly line of said 203.39 acre tract;
- (4) North $58^{\circ}35'33''$ West-2.78 feet with the said Westerly line of the 203.39 acre tract to an iron rod set for corner and the point of curvature of a curve to the right;
- (5) In a Northwesterly direction along an arc of a curve to the right, said curve having a radius of 532.96 feet, an arc length of 322.71 feet, a chord bearing and distance of North $09^{\circ}10'09''$ West-317.80 feet to an iron rod found for point of tangency,

same being further located South $82^{\circ}01'15''$ East-79.83 feet from an iron rod found on the West right-of-way line of said Gregg-Manor Road;

- (6) North $08^{\circ}09'25''$ East-625.30 feet to a point for corner;
- (7) North $08^{\circ}09'25''$ East-207.80 feet to a point of curvature;
- (8) In a Northeasterly direction along the arc of a curve to the left, said curve having a radius of 2905.45 feet, an arc length of 451.27 feet, a chord bearing and distance of North $03^{\circ}43'55''$ East-450.81 feet;
- (9) North $00^{\circ}47'03''$ West-282.72 feet to a point of curvature;
- (10) In a Northwesterly direction along the arc of a curve to the left, said curve having a radius of 1469.50 feet, an arc length of 599.72 feet, a chord bearing and distance of North $12^{\circ}24'45''$ West-595.57 feet; and
- (11) North $24^{\circ}05'00''$ West, a distance of 275.25 feet to an iron rod set for the Northwest corner of the herein described tract, same being located in the curving said City of Manor City Limits Line;

THENCE, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $78^{\circ}20'55''$ East-1029.14 feet to a point of compound curvature for a corner of the herein described tract;

THENCE, continue, in a Southeasterly direction along the arc of a curve to a right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South 65° 02' 05" East-545.91 feet to a point of tangency of the herein described tract;

THENCE, South 59° 05' 36" East, with the said City of Manor City Limits Line, a distance of 4380.39 feet to the POINT OF BEGINNING and containing 292.7963 acres of land, not including the area encompassed by existing U.S. Highway 290 right-of-way.

Compiled From Office and Field Information By:

Robert M. Sherrod, R.P.L.S.
GEO, A Geographical Land Services Co.
4412 Spicewood Springs Road, #1002
Austin, Texas 78759

RMS:ks
May 28, 1996
Revised: July 22, 1996
GEO Job No. 966467

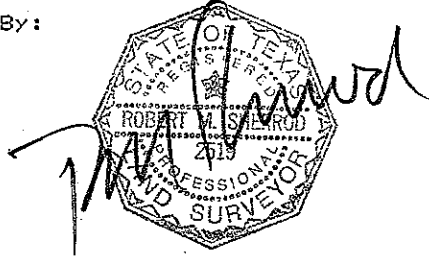


Exhibit A-2

AREA OUTSIDE MANOR CITY LIMITS FOR "P.U.D. GENERAL LAND USE PLAN"

METES AND BOUNDS DESCRIPTION

Being all that certain 956.2034 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and out of that certain 97.212 acre tract (called Tract 2) in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, TCRPR, all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69 AND NO. 70, Travis County, Texas, all being originally out of Tracts 2, 4, 5, 6, 7, 8, and 9, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records; said 956.2034 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point marking the Southeast corner of the herein described tract, same being located at the intersection with the existing City of Manor City Limits Line, same being located in the East line of said 1020.318 acre tract and being further located North $31^{\circ}25'$ East-654.09 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract, same being in the West line of that certain tract to R. A. Butler as recorded in Volume 4968, Page 2223, TCDR;

THENCE, North $31^{\circ}25'$ East, with the said East line of 1020.318 acre tract, a distance of 502.95 feet to an internal "L" corner, same being the Northwest corner of said Butler tract;

THENCE, South $58^{\circ}59'$ East, a distance of 4.21 feet to a point for external "L" corner, same being the Southwest corner of a tract to R. C. Sneed as recorded in Volume 4678, Page 1843, TCDR;

THENCE, North $31^{\circ}04'$ East, with the said East line of 1020.318 acre tract, a distance of 1128.36 feet to an angle point for corner;

THENCE, North $30^{\circ}25'$ East, with the said East line of 1020.318 acre tract, a distance of 1079.18 feet to a point for corner, same being the Southeast corner of that certain 150.00 acre tract to Russell Eppright;

THENCE, North $30^{\circ}25'$ East, with the said East line of 1020.318 acre tract, a distance of 436.19 feet to an angle point for corner, same being the Northwest corner of said Sneed tract and the Southwest corner of that certain tract to G. J. Eppright as recorded in Volume 4036, Page 513, TCDR;

THENCE, North $30^{\circ}57'$ East, with the said East line of 1020.318 acre tract, a distance of 1714.11 feet to a point marking the Northeast corner of said 1020.318 acre tract, same being the common East corner of Tracts 7 and 8, said T. M. RECTOR ESTATE;

THENCE, North $30^{\circ}57'$ East, with the East line of said 150.00 acre tract, a distance of 1523.35 feet to an iron rod found for the Northeast corner of the herein described tract, same being located in the West line of that certain tract to D. S. Daniel as recorded in Volume 6759, Page 2272, TCDR, same being the Southeast corner of that certain tract to E. Gonzenback as recorded in Volume 3188, Page 1047, TCDR;

THENCE, North $58^{\circ}56'$ West, with the North line of said 150.00 acre tract, a distance of 1857.88 feet to angle point, same being the most Northerly Northwest corner of said 150.00 acre tract and the Northeast corner of said 97.212 acre tract;

THENCE, North $58^{\circ}56'$ West, with the North line of said 97.212 acre tract, a distance of 3185.81 feet to an iron rod found for the Northwest corner of said 97.212 acre tract, same being an internal corner of that certain tract to E. Weiss as recorded in Volume 681, Page 216, TCDR;

THENCE, South $34^{\circ}17'$ West, with the West line of said 97.212 acre tract, a distance of 337.78 feet to an angle point;

THENCE, South $32^{\circ}35'$ West, with the said West line of the 97.212 acre tract, a distance of 1185.56 feet to a point for the Southwest corner of said 97.212 acre tract, same being the most Northerly corner of said 1020.318 acre tract, same being in the common line of said Tracts 7 and 8, T. M. RECTOR ESTATE;

THENCE, South $32^{\circ}35'$ West, with a West line of said 1020.318 acre tract, a distance of 210.79 feet to an iron rod found for internal "L" corner;

THENCE, with the North line of said 1020.318 acre tract, the following five (5) courses and distances:

- (1) North $59^{\circ}42'$ West-437.88 feet, to an iron pipe found for angle point;
- (2) North $60^{\circ}15'$ West-247.97 feet, to an angle point;
- (3) North $59^{\circ}31'$ West-367.73 feet, to an angle point;
- (4) North $58^{\circ}55'$ West-356.59 feet, to an angle point; and
- (5) North $60^{\circ}16'$ West-552.57 feet, to an iron rod found for the Northeast corner of said 1020.318 acre tract, same being in the Southeasterly right-of-way line of Fuchs Grove Road (60 feet in width);

THENCE, South $30^{\circ}49'$ West, with the said Southeasterly right-of-way line of Fuchs Grove Road and the West line of said 1020.318 acre tract, a distance of 3706.11 feet to an iron rod found marking the Southwest corner of said 1020.318 acre tract, same being located in the Northeasterly right-of-way line of Gregg-Manor Road (80 feet in width);

THENCE, with the said Northeasterly right-of-way line of Gregg-Manor Road and the Southwest line of said 1020.318 acre tract, the following seven (7) courses and distances:

- (1) South $18^{\circ}01'$ East-263.64 feet to a point of curvature;
- (2) In a Southeasterly direction along the arc of a curve to the right, having a radius of 613.20 feet, a chord bearing and distance of South $05^{\circ}28'$ East-266.49 feet to a point of tangency;
- (3) South $07^{\circ}05'$ West-342.26 feet to a point of curvature;
- (4) In a Southeasterly direction along the arc of a curve to the left, having a radius of 532.82 feet, a chord bearing and distance of South $05^{\circ}05'$ East-224.59 feet to a point of tangency;
- (5) South $17^{\circ}15'$ East-416.20 feet to a point of curvature;
- (6) In a Southeasterly direction along the arc of a curve to the left, having a radius of 1392.09 feet, a chord bearing and distance of South $20^{\circ}40'$ East-165.93 feet to a point of tangency; and
- (7) South $24^{\circ}05'$ East-118.95 feet to an iron found marking the Southwest corner of the herein described tract of land, same being at the intersection of the existing City of Manor City Limits Line;

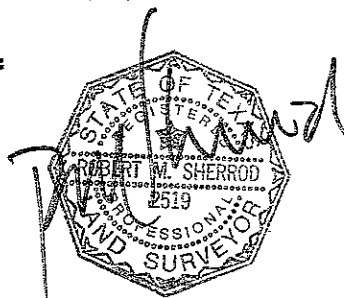
THENCE, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $78^{\circ}20'55''$ East-1029.14 feet to a point of compound curvature for a corner of the herein described tract;

THENCE, continue, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $65^{\circ}02'05''$ East-545.91 feet to a point of tangency of the herein described tract;

THENCE, South $59^{\circ}05'36''$ East, with the said City of Manor City Limits Line, a distance of 4380.39 feet to the POINT OF BEGINNING and containing 956.2034 acres of land.

Compiled From Office and Field Information By:

Robert M. Sherrod, R.P.L.S.
 GEO, A Geographical Land Services Co.
 4412 Spicewood Springs Road, #1002
 Austin, Texas 78759
 RMS:ks
 May 28, 1996
 Revised: July 22, 1996
 GEO Job No. 966467



(Enlargement of notes from approved PUD plan.)

GREGG LN.

Planned Unit Developm

General Land Use Plan

NOTES

Boundaries and Areas. The interior boundaries and areas shown in this plan have not been surveyed. They are approximations. An approved subdivision plat may change a boundary or area as a non-substantial amendment, but only if the PUD remains within the maximum densities and yields stated in the Land Account Table.

Non-Substantial Amendments. Non-substantial amendments to this plan may be approved by the Zoning & Planning & Planning Commission (when acting on a plat), by the City Engineer or other designated City plan reviewer, without Council action. Approval of an amendment shall be expeditiously granted if: (1) the amendment is applied for as prescribed by this plan and (2) the amendment is not a "substantial amendment" as defined. Non-substantial amendments are deemed to be in compliance with this plan, the zoning ordinance and the comprehensive plan.

Intensity of Uses; Conversion. An amendment that increases a land use intensity of an area shown in this plan is deemed to be substantial, unless there is a corresponding and equivalent decrease in the intensity in another area or areas. Intensity is measured in dwelling units (or DU's) for purely residential uses and square feet of gross building floor space (SF's) for other uses. See the Land Account Table. DU's can be converted to SF's, and vice versa, at the rate of 2,000 SF's per DU.

All Plans Incorporated, Etc. This plan incorporates the Land Use Plan and all other plans required by the zoning ordinance.

Non-Residential Use. The maximum amount of non-residential uses which may be contained in a residential tract designated in this plan is 10%.

LAND ACCOUNT TABLE

Land Use	Area (Acres)	Density	Yield	Req. Po
MF	Multi Family	30.69	20 / Ac.	614 DU
				Pe Ordin

essential uses and square feet of gross building floor space. See the Land Account Table. DU's can be converted to SF's, and versa, at the rate of 2,000 SF's per DU.

Platts Incorporated, Etc. This plan incorporates the Land Use Plan and all other plans required by the zoning ordinance.

Non-Residential Use. The maximum amount of non-residential uses which may be contained in a residential tract designated in this plan is 10%.

(Enlargement of notes from approved PUD pl.

LAND ACCOUNT TABLE

Land Use	Area (Acres)	Density	Yield	Req. Parking	Min. Lot size	Setbacks			Max. Height
						Front	Rear	Side	
MF	30.69	20 / Ac.	614 DU		Per Ordinance 8,000 SF 50' width	15'	10'	10'	3 Stories
SF	531.35	4 / Ac.	2125 DU		Per Ordinance 4,500 SF 40' width	10'	10'	5'	2 Stories
PS	440.92	N/A	N/A		N/A	N/A	N/A	N/A	2 Stories
PF	48.58	N/A	N/A		N/A	N/A	N/A	N/A	5 Stories
C	44.06	1.0 FAR	1,919,108 SF		Per Ordinance 5,750 SF 50' width	25'	0'	10'	5 Stories
I	171.40	1.0 FAR	7,466,032 SF		Per Ordinance 5,750 SF 50' width	0'	0'	0'	5 Stories
Total		1267.00							

Slopes greater than 15%

(Enlargement of notes from approved PUD plan.

ADDITIONAL CONDITIONS

Because of the numerous in-depth reviews this plan has received, not only by the City Council and by the Zoning & Planning Commission, but also by the City's consultants and committees and various other engineers and land planners, and also because of the overlapping utility district jurisdiction and the associated mandatory planning for water, sewer and drainage, the following items are waived (or modified) for this plan: (i) locations and dimensions of setback areas are defined by use district and shall be specified when individual plats are approved, (ii) no fees have been established at the time this plan is submitted, so none is applicable to this plan, (iii) any necessary agreements, provisions and covenants governing use, maintenance, etc. shall be provided with each plat, (iv) additional development plans or reports are not required for this PUD, but any application for amendment must include a clear description and explanation of the proposed amendment, (v) no expiration dates are required for site plans, (vi) street patterns may be designed to encourage multiple routes through neighborhoods, so long as they do not unduly encourage through traffic, (vii) setbacks are prescribed, by land use, in the Land Account Table, (viii) curb cuts will be identified at time of building permits.

PHASING APPROACH

PHASE I SF#1, SF#2, SF#3, PF#1, PF#2, MF#1, C#3, C#4, C#5, C#6, C#7 and part of PS#1. Shall commence by Dec. 31, 1999.

PHASE II SF#5, SF#6, PF#4, MF#2, C#1, C#2, I#2 and part of PS#1.

PHASE III SF#4, SF#7, SF#8, PF#3, PF#5, PF#6, PF#7, I#1 and part of PS#1. Shall conclude by Dec. 31, 2026.

July 11, 1996

The Honorable Mayor and
City Council of Manor

RE: Cottonwood Planned Unit Development

land planning

landscape architecture

urban design

environmental graphics

At the request of your consulting city engineer, we offer the following explanation of several points in our Planned Unit Development (P.U.D.) application. It is important to keep in mind the philosophy behind the P.U.D. classification expressed in the zoning ordinance. For your convenience, we have paraphrased it as follows:

"The purpose and intent of a Planned Unit Development District is to provide a flexible, alternative procedure to encourage imaginative and innovative designs for the unified development of property..." and further, "When considering a P.U.D., the unique nature of each proposal for a P.U.D. may require, under proper circumstances, the departure from the strict enforcement of certain present codes and ordinances, e.g., without limitation, the width of surfacing of streets and highways, lot size, set backs, alleyways for public utilities, curbs, gutters, sidewalks, and street lights, public parks and playgrounds, school sites... Final approval of a P.U.D. by the city council shall constitute authority for such flexible planning to the extent that the P.U.D. as approved departs from the existing codes and ordinances."

The table below attempts to clarify "departures" from the ordinances and states the benefits of each.

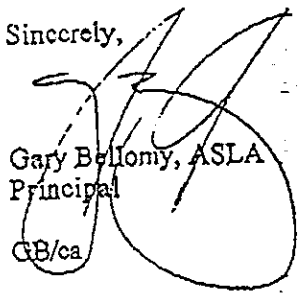
<u>Departure Item</u>	<u>Benefit</u>	
1. Width of minor street @ 24'-26' rather than 30'.	Slower vehicle speeds, more room for street trees to shade street area, less paving and impervious cover.	
2. Single family lot size at 4,500 sf likely rather than 7,500 (R-1) or 7,200 (R-2).	Allows ample room for smaller houses to be built; allows many small neighborhood parks to be included in plan.	8711 burnet road
3. Minimum lot width of 40' rather than 60'.	Makes more efficient use of land and allows large greenbelt areas to be incorporated in plan; works in harmony with curving street layouts to vary front and rear lot widths along curvature.	unit 170 austin, texas 78757 512.467.7767 phone
4. Single family setbacks of 10' front, 10' rear and 5' side yard. Multi-family setbacks of 15' front, 10' side and 10' rear.	Allows buildings to be closer to street, thus encouraging a more lively street atmosphere, allows garages to be near alleys for proper access.	512 452 2378 fax a clean cut affiliate

Page 2

5. Dwelling unit density for multi-family of 20 dwelling units/acre vs. 36 dwelling units/acre in ordinance. Provides for a more probable suburban density of development.

We hope this summary aids in your review of the Cottonwood P.U.D., and we look forward to discussing the project next week.

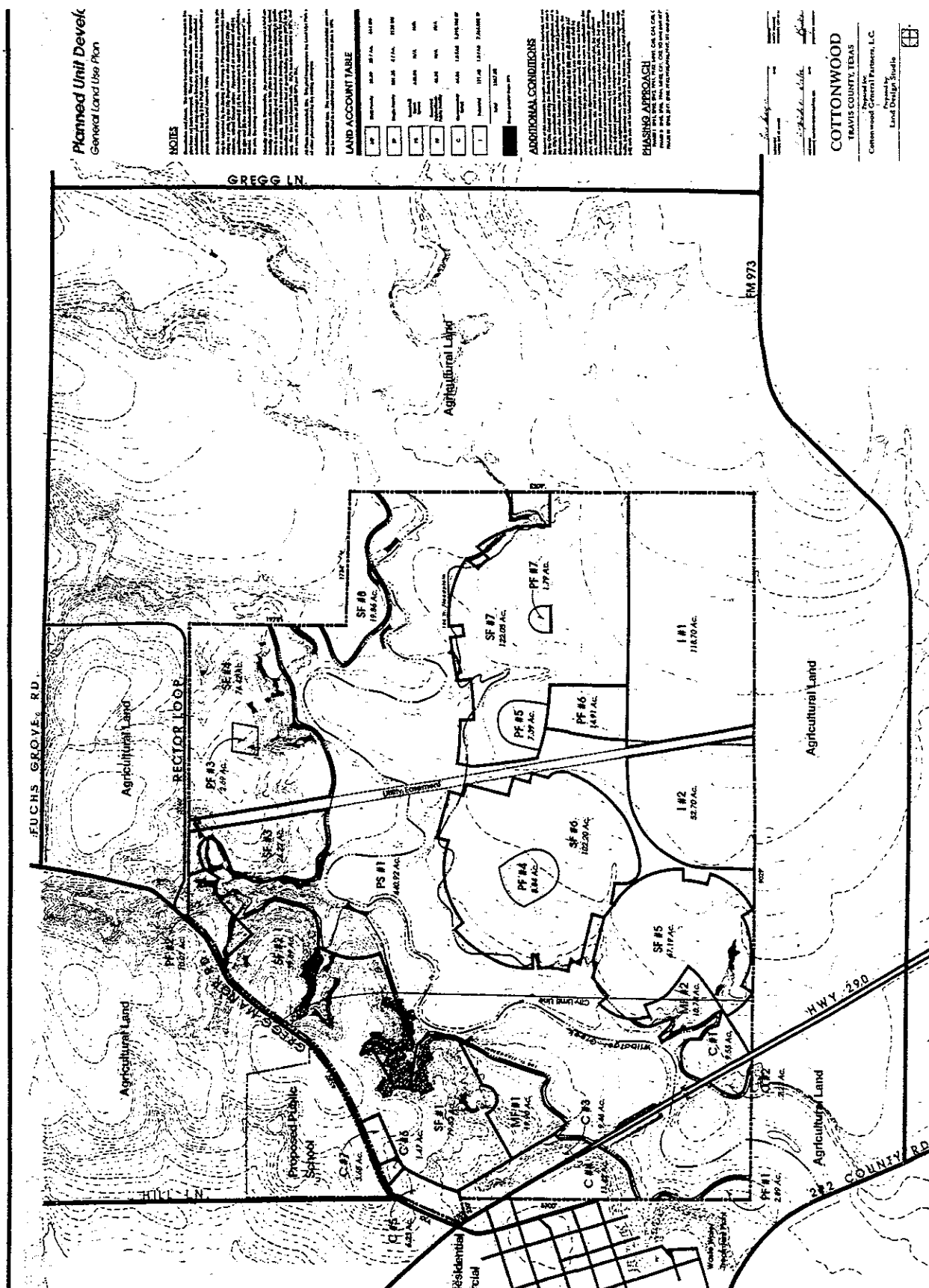
Sincerely,



Gary Bellomy, ASLA
Principal

GB/ca

cc: Jim Koehn
Dick Lilly
Jim Carpenter



1/26/05

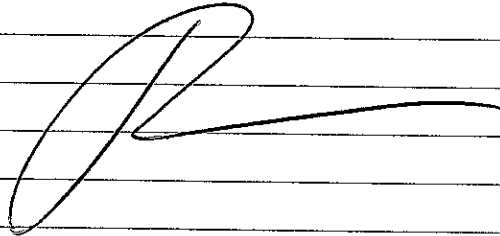
SHADOW GLEN

MINIMUM LOT WIDTHS

<u>PERCENT</u>	<u>MINIMUM WIDTH</u>
25% -	45 - FOOT
20% -	50 - FOOT
20% -	55 - FOOT
20% -	60 - FOOT
15% -	65 - FOOT

Agreed

Shadow Glen Residential Committee, Ltd.



ShadowGlen Residential

Lot Analysis

as of 01.10.05

Section	Lot Size	# of Lots
1A	70'	39
1B	70'	45
2A	65'	34
2B	65'	58
3A	60'	33
3B	60'	55
4A	55'	36
4B	55'	50
Lots "on-ground"		350
5	55'	39
6	60'	35
7	55'	60
8	60'	55
Lots "under const"		189
9	65'	52
10	60'	54
Lots "pending approval"		106
11	65'	60
12	70'	36
13	70'	33
Lots "not submitted"		129
TOTAL LOTS		774

more under 119'

Article 2 The Project

2.01. The Project includes all water and wastewater system pipes, lines and facilities, roads, sidewalks, lighting, drainage and other infrastructure to serve the lots in the Subdivision. Developer shall construct all water and wastewater pipes and facilities and all other infrastructure within the Property that are required by regulatory authorities with jurisdiction over the Property and that are reasonably necessary to serve the lots in the Subdivision. All such improvements and infrastructure shall be designed, installed and constructed in compliance with the City's standards and specifications set forth in its ordinances, good engineering practices, and the applicable rules, regulations and standards of the Texas Natural Resource and Conservation Commission ("TNRCC"), hereinafter collectively the "Applicable Law", save and except only for the variances, if any, set forth in **Exhibit "G"** (the "Variances").

2.02. The Subdivision will be a mixed use development consisting of approximately 500 acres of single-family residential lots, 100 acres of commercial development, 70 acres of multi-family development, 165 acres of road right-of-way, 3 acres of reserve, and an 18-acre school site, with the remaining approximately 580 acres of the Subdivision being developed as a golf course (with its associated club house and maintenance buildings) and parks and recreational facilities or left as open space. The mixed use development will be laid out, installed and constructed in substantial compliance with the Concept Plan and the PUD Plan. All variances requested for the Property from ordinances of the City are listed in **Exhibit "G"** attached hereto and incorporated herein for all purposes. The Subdivision may be designed, installed and constructed in one or more phases.

Article 3 Project Plans, Specifications and Performance

3.01. (a) Prior to its execution of this Agreement, the City has:

(i) Processed and approved the Developer's petition attached hereto as **Exhibit "D"**, and incorporated the property described therein into the City's ETJ.

(ii) Processed and approved the Concept Plan;

(iii) Processed and approved the PUD Plan; and

(iv) Granted the Variances.

(b) The City has scheduled public hearings and has initiated the process and procedures to annex into the city the property described in **Exhibit "B"** and will complete the annexation of such property within ninety (90) days after the Effective Date; provided that, if the City Council shall not annex such property within ninety (90)

EXHIBIT "G"
VARIANCES

ZONING VARIANCES

- A. Single-family residential lots in the Property shall have a minimum of 6,000 square feet, and ten percent (10%) of the lots in the Property to have a minimum of 5,000 square feet.
- B. Single-family residential lots in the Property shall have a minimum of 50 feet of width along the front property line.
- C. Single-family residential lots in the Property shall have a minimum setback from the front of each lot of either 25 or 20 feet.
- D. Single-family residential lots in the Property shall have a minimum set back from back of each lot of ten (10) feet.
- E. Single-family residential lots in the Property with a width along the front property line of 55 feet or less shall have a minimum set back from the sides of each lot of five (5) feet.
- F. Multi-family residential development shall have a maximum height of three (3) stories or 50 feet.
- G. Retail/Commercial/Office/Employment Center development shall have a maximum height of ten (10) stories or 150 feet.
- H. The Clubhouse and related permitted structures in the Open Space shall have a maximum height of three (3) stories or 50 feet.
- I. Ten percent (10%) of non-residential tracts shall be reserved for open space.
- J. A development plan and report shall be submitted with the filing of each final plat.
- K. Withdrawn by Cottonwood Holdings, Ltd.
- L. A walkway/bicycle path system plan shall be submitted with the filing of each final plat.
- M. The number of curb cuts for each non-residential tract shall be submitted with the filing of each final plat.
- N. Cultural and medical facilities shall be allowed, but not required, in the PUD.

- O. Lexington may cross Wilbarger Creek via a low water crossing equipped with a system in which gages will be installed upstream on Wilbarger Creek that will provide audible and visual warning to drivers on Lexington if stream flows indicate that water will top the bridge before gates located on either side of the low water crossing close, preventing drivers from driving on to the low water crossing.
- P. A L.O.M.R. shall be submitted prior to final platting of any lot located within the present 100-year flood plain.

SUBDIVISION VARIANCES

- (i) An estimate of traffic volumes to be generated by all non-residential tracts shall be submitted with the filing of each final plat for a non-residential tract.
- 1. Single-family residential lots shall have a minimum of 6,000 square feet, and ten percent (10%) of the lots in the Subdivision to have a minimum of 5,000 square feet.
- 2. Single-family residential lots shall have a minimum of 50 feet of width along the front property line.
- 3. Single-family residential lots shall have a minimum setback from the front of each lot of either 25 or 20 feet.
- 4. Single-family residential lots with a width of 55 feet or less along the front property line shall have a minimum set back from the sides of each lot of five (5).
- 5. Single-family residential lots shall have a minimum set back from the back of each lot of 10 feet.
- 6. Lots in the Subdivision are not required to face a similar lot across the street.
- 7. Side lot lines are not required to project away from the front line at approximately right angles to street lines and radial to curved street lines.
- 8. An aerial photograph may be submitted at the preliminary plat stage rather than a tree survey showing trees of an 8-inch caliper and larger to the nearest one (1) foot and their Critical Root Zone.
- 9. A L.O.M.R. shall be submitted prior to final platting of any lot located within the present 100-year flood plain.
- 10. Lexington may cross Wilbarger Creek via a low water crossing equipped with a system in which gages will be installed upstream on Wilbarger Creek that will provide audible and visual warning to drivers on Lexington if stream flows indicate that water will top the bridge before gates located on either side of the low water crossing close, preventing drivers from driving on to the low water crossing.

11. The area of non-rectangular lots shall be provided with the filing of a final plat, and non-rectangular lots shall have a minimum of 40 feet of width measured at the front line of the building, provided that the area of the lot meets or exceeds the maximum lot square footages for the Subdivision.
12. An inventory of Significant Trees that identifies the number of Significant trees by category (trees eighteen (18) inches in caliper and larger and trees between eight (8) and eighteen (18) inches in caliper) to remain during construction and the number of Significant Trees in each category designated to be removed during construction shall be submitted with the filing of the final plat.
13. The number of Replacement Trees, established in accordance with the replacement ratio in Section 22.c.3.viii of Ordinance No. 159, that will be installed, without the identification of the particular location at which the Replacement Trees will be installed, shall be submitted at the final plat stage.

U:\RAMelvin\13640.1\manor\Cottonwood-da-ex-G.wpd, 12/19/2000

SUBDIVISION VARIANCES

1. An aerial photograph may be submitted at the preliminary plat stage rather than a tree survey.
2. An inventory of Significant Trees that identifies the number of Significant Trees by category (trees 18 inches in caliper and larger and trees between 8 and 18 inches in caliper) to remain during construction and the number of Significant Trees in each category designated to be removed during construction shall be submitted with construction plans.
3. The number of Replacement Trees that will be installed, without the identification of the particular location at which the Replacement Trees shall be installed, shall be submitted with construction plans.
4. Significant Cottonwood, Hackberry or Mesquite Trees removed shall be replaced at a rate of 50% per caliper inch with an approved hardwood tree. All other Significant Trees must be replaced at the ratios defined in the City's Subdivision Ordinance.
5. All drainage improvements shall be designed in accordance with the City of Austin's Drainage Criteria Manual ("DCM"), as currently amended, save and except: (i) those provisions of the DCM set out in Section 41(b)(i) of the City of Manor Ordinance No. 159; (ii) Paragraph 1.2.6 of the DCM; (iii) Paragraph 2.2.1.A and 2.2.1.E of the DCM; and (iv) any other provisions of the DCM that would cause the flood plain delineation to be different from the 100-Year Floodplain established by FEMA. The location of the 100-Year Floodplain shall be the location established by FEMA.
6. A L.O.M.R. shall be submitted prior to the final platting of any lot located within the 100-Year Floodplain established by FEMA.
7. Lexington Street may cross Wilbarger Creek via a low water crossing equipped with a system in which gages will be installed upstream on Wilbarger Creek that will provide audible and visual warning to drivers on Lexington if stream flows indicate that water will top the bridge before gates located on either side of the low water crossing close, preventing drivers from driving on to the low water crossing. The low water crossing equipment must comply with City of Austin Special Specification 16700, as modified for Data Flow System SCADA equipment.
8. The lot size, height and placement, lot coverages, parking, and landscaping for each lot shall be as set forth in the Minimum Development Standards for lots within the Master Land Plan and outside the corporate boundaries of the City or as set forth in the PUD Variances for lots within the PUD and the corporate boundaries of the City.
8. Lots shall not be required to face a similar lot across the street.

9. Side lot lines shall not be required to project away from the front lot line at approximately right angles to street lines and radial to curved street lines.
10. The construction of sidewalks in residential areas need not be completed prior to the final approval and acceptance of a final plat, but must be completed prior to the issuance of a certificate of occupancy or within 2 years from the approval of the final plat. A cost estimate for the construction of any sidewalks in residential areas not constructed prior to the final approval and acceptance of the final plat shall be prepared and a bond for 110% of such costs shall be posted with the City. Each year the Developer and City may agree to the additional sidewalks in residential areas that were completed during the previous year and reduce the amount of the bond to reflect the construction costs of the sidewalks that have been completed. Sidewalks in residential areas not completed prior to the end of the 2-year period shall be completed by the Developer or by the City with the bond funds. Failure to provide sufficient bonds or complete the sidewalks in residential areas shall not obligate the City to build sidewalks. The construction of sidewalks in non-residential areas shall be completed during subdivision construction.
11. The area within the City's territorial jurisdiction zoned District "O-S" shall satisfy the City's parkland dedication requirements for all land shown within the PUD or the Master Land Plan. All property identified as Open Space on the PUD Plan or on the Master Land Plan shall be dedicated to the City or to a municipal utility district.
12. The area of non-rectangular lots shall be provided with the filing of a final plat.

AMENDED AND REVISED MASTER PLAN PUD VARIANCES

The following zoning variances shall apply to Property located within the PUD and within the corporate limits of the City.

1. Approved Land Uses

The land uses shown on the Amended and Revised Master Plan shall be permitted. Changes to the location of the land uses shown on the Amended and Revised Master Plan shall be granted by the City Administrator if the proposed land uses are consistent with the following table:

Land Use	Acreage	Percentage of Total Acreage
Commercial (C-1 & C-2)	80.9	13.15
Multi-family Residential (R-3)	15.7	2.5
Open Space (OS)	508.9	82
Institutional (I)	5.2	0.85
Major Roadways	9.4	1.5
Total	620.1	100

2. Minimum Lot Size, Height and Placement Requirements

Land Use	Front Yard Setback	Side Yard Setback	Street Side Yard Setback	Rear Yard Setback	Min. Lot Size SF Area	Min. Lot Width	Max. Height Limit
C-1 & C-2	25 ft.	7 ft.	15 ft.	15 ft.	7,500	60 ft.	60 ft.*
R-3	15 ft.	5 ft.	15 ft.	10 ft.	7,000	50 ft.	50 ft.
OS ***	25 ft.	10 ft.	15 ft.	25 ft.	7,000	60 ft.	50 ft.
I	25 ft.	15 ft.	15 ft.	15 ft.	7,500	60 ft.	35 ft.**

* This height limit does not apply to hotels. Hotels may be erected to a height not to exceed 10 stories or 150 feet.

** This height limit does not apply to water towers.

*** The requirements for the OS District are subject to the following exceptions:

- (a) The minimum front yard, rear yard and side yard setbacks for the Clubhouse Facility and the Comfort Station shall be 0 feet.
- (b) The minimum front yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet, unless the front yard adjoins a single-family residential development, in which case the front yard setback will be 25 feet from the single-family residential development.

- (c) The minimum side yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet, unless the side yard adjoins a single-family residential development, in which case the side yard setback will be 25 feet from the single-family residential development.
- (d) The minimum street side yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet.
- (e) The minimum rear yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet, unless the rear yard adjoins a single-family residential development, in which case the rear yard setback will be 25 feet from the single-family residential development.

3. Lot Coverage

Land Use	Main Buildings	Main & Accessory Buildings
C-1 & C-2	60%	70%
R-3	40%	50%
OS	50%	60%
I	50%	60%

4. Parking

(a) Off-street parking areas for more than five vehicles and loading areas shall be effectively screened by a privacy fence, hedge, planting or natural vegetation or topography on each side which adjoins land designated for a residential use or a residential use.

(b) The Site Development Plan for the Clubhouse Facility, including cart barn, may include up to 205 parking spaces.

5. Landscaping

(a) Except as expressly provided in subsection (b), the following percentage of the net area of each lot shall be landscaped. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

Land Use	Net Lot Area
C-1 & C-2	15%
R-3	20%
OS	20%
I	N/A

(b) The Site Development Plan for the Clubhouse Facility, including the cart barn and parking, shall include 65 trees and 133 shrubs.

(c) Landscaping placed within public right-of-ways shall not be credited to the minimum landscape requirements by this Section unless the developer and the City negotiate a license agreement by which the developer assumes the responsibility for the maintenance, repair and replacement for all landscaping located within the public right-of-way.

6. Maximum Density

Land Use	Maximum Density
C-1 & C-2	1.8 to 1 FAR
R-3	21 units/acre

MASTER LAND PLAN MINIMUM DEVELOPMENT STANDARDS

The following minimum development standards shall apply to Property identified on the Master Land Plan that is located outside the corporate limits of the City.

Approved Land Uses

Land uses shall be as shown on the Master Land Plan; provided, however, that amendments to the land uses shown on the Master Land Plan shall be granted by the City Administrator (a) if the proposed land uses are consistent with the following table or (b) if the proposed land uses contemplate an increase in the commercial land use acreage shown in the following table:

Land Use	Acreage	Percentage of Total Acreage
Single Family Residential	791.6	70.2
Multi-family Residential	111.6	10.00
Open Space	78.0	6.92
Commercial	15.5	1.38
Major Roadways	129.9	11.5
Total	1,126.6	100

Single Family Residential

The following minimum development standards shall apply to all land designated for Single Family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following uses are permitted:

- (a) Single-family dwellings with a minimum of 1,300 square feet of living area and related accessory structures.
- (b) Parks, playgrounds, community buildings and other public recreational facilities owned and/or operated by the City or a municipal utility district.
- (c) Public buildings, including libraries, museums, police and fire stations, and schools.
- (d) Water, sewer and drainage facilities owned by the City or a municipal utility district.
- (e) Real estate sales offices during the development of the single-family residential land and display buildings with sales offices.

(f) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.

(g) Accessory structures and uses customarily incident to the above uses and located on the same lot therewith, not involving the conduct of any business or commercial enterprise.

2. Minimum Lot Size

(a) The minimum lot areas shall be as follows:

< 5,000 sq. ft.	0%
5,000 sq. ft.	25%
5,500 sq. ft.	20%
6,000 sq. ft.	20%
6,500 sq. ft.	20%
7,400 sq. ft.	7.5%
8,200 sq. ft.	7.5%

(b) Except for cul-de-sac lots, the minimum lot width, measured at the front property line, shall be as follows:

50 ft.	55%
45 ft.	45%

(c) The minimum lot width for cul-de-sac lots, measured at the front property line, shall be 30 feet.

3. Height and Placement Requirements

Front Yard Setback	20 ft. for irregularly shaped lots 25 ft. for all other lots
Side Yard Setback	5 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	10 ft.
Maximum Height Limit	35 ft.*

* This height limit does not apply to: water towers; parks, playgrounds, community buildings and other public recreational facilities, owned and/or operated by the City, a municipal utility district or a property owners association; or public buildings, including libraries, museums, police and fire stations and schools. Parks, playgrounds, community buildings and other public recreational facilities, owned and/or operated by the City, a municipal utility district or a property owners association, and public buildings, including libraries, museums, police and fire stations and schools may be erected to a height of not to exceed sixty (60) feet.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 40%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 50%.
- (c) Open off-street parking will not be considered as lot coverage.

5. Parking

A minimum of two off-street parking spaces shall be provided for each single-family dwelling.

6. Landscaping

There shall be a minimum of two (2) two-inch trees, six (6) two-gallon shrubs and lawn grass from the front property line to the front two (2) corners of the structure. Structures on Reverse Frontage Lots shall also be required to screen the rear of the structure from abutting highway, access road or other public right-of-way.

7. Outdoor Lighting

Outdoor lighting on single-family residential property shall be located so as not to be directed directly upon adjoining property or create a nuisance for adjoining property owners. Lighting used for security purposes which will be operated during night hours will be located as close as is practicable to main dwellings.

8. Additional Conditions and Limitations

(a) All single family dwellings in this district shall be constructed so that a minimum of two sides shall be 100% of masonry construction, one side of which shall be the front of the structure. This requirement may be satisfied by constructing the front of 100% masonry and constructing two additional sides with at least 50% masonry construction. Masonry construction shall mean stone, brick, hardy board with more than a 90% masonry content or similar material, and shall not include hardy board with less than a 90% masonry content and like products.

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

Multi-family Residential

The following minimum development standards shall apply to all land designated for Multi-family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following use is permitted: attached single family structures with a minimum of 500 square feet of living area and permitted accessory structures generally known as apartments, with buildings not exceeding 3 stories, not more than 21 units per acre.

2. Minimum Lot Size

- (a) The minimum lot area shall be 7,000 square feet.
- (b) The minimum lot width, measured at the front property line, shall be 50 feet.

3. Height and Placement Requirements

Front Yard Setback	25 ft.
Side Yard Setback	5 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	10 ft.
Maximum Height Limit	50 ft.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 40%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 50%.
- (c) Open off-street parking will not be considered as lot coverage.

5. Parking

- (a) There shall be a minimum five (5) foot setback from the rear most wall of any garage, and from the curb line of any parking area, to the nearest property line.
- (b) Private garages and covered parking, if any, may be attached or detached.
- (c) A minimum of two (2) off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all weather asphalt, concrete, or paving stones, and curb and gutter.

6. Landscaping

A minimum of 20% of the net lot area shall be devoted to landscape development. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

7. Maximum Dwelling Units Per Acre

The maximum dwelling units per acre is 21.

8. Additional Conditions and Limitations

- (a) More than one building or structure may be located upon a lot.
- (b) All buildings and structures shall be separated by a minimum horizontal distance of ten (10) feet.
- (c) Unless otherwise satisfied pursuant to the City's Subdivision Ordinance, one (1) acre per one hundred (100) dwelling units, or 5% of the total site area, whichever is greater, shall be provided to satisfy recreational open space requirements; provided that the Council may, at its discretion, require the payment of an established fee in lieu of land dedication for each such dwelling unit. Such recreational open space shall be located or arranged so as to function as a recreational area and be uniformly beneficial to all of the dwelling units in the project or development. Open space required to separate structures shall not be considered to be a part of the required recreational open space.

Open Space

The following minimum development standards shall apply to all land designated as Open Space on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following primary uses are permitted:

- (a) Cemeteries
- (b) Conservation areas.
- (c) Golf Courses.
- (d) Outdoor recreational and athletic facilities.
- (e) Outdoor swimming pools.

- (f) Property Owners Association neighborhood parks, common open space, common open area, playgrounds and play fields.
- (g) Wildlife sanctuaries.

Only the following secondary uses are permitted:

- (a) Club Houses and Community Centers.
 - (b) Retail-oriented uses which are clearly secondary and customarily or necessarily incidental to permitted uses (a) through (h) including but not limited to the following:
 - (i) Retail sales and services operated as part of a golf course, recreational or athletic facility.
 - (ii) Retail sales and services sponsored by service clubs, non-profit societies or organizations or concessions contracted with the City, a municipal utility district, or a Property Owners Association.
 - (iii) Food and beverage sales, including alcoholic beverage sales, to members only.
 - (iv) Restaurants including alcoholic beverage sales which are operated as part of or in conjunction with a Club House for members only.
 - (c) Caretaker residence associated with permitted uses (a) through (h).
 - (d) Maintenance buildings required to house equipment and material to maintain a site.
2. Minimum Lot Size
- (a) The minimum lot areas shall be 7500 square feet.
 - (b) The minimum lot width, measured at the front property line, shall be 60 feet.

3. Height and Placement Requirements

Front Yard Setback	25 ft.
Side Yard Setback	10 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	25 ft.
Maximum Height Limit	60 ft.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 50%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 60%.
- (c) Open off-street parking and loading areas will not be considered as lot coverage.

5. Landscaping

A minimum of 20% of the net lot area shall be devoted to landscape development. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

Commercial

The following minimum development standards shall apply to all land designated for Commercial use on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following uses are permitted: the retail sale of goods and products (in the following listed use areas) to which value has been added on-site, including sales of goods and services outside of the primary structure as customary, with the following specifically listed uses:

- (a) Air conditioning and heating sales and services.
- (b) Amusement (indoor).
- (c) Amusement (outdoor) and swimming pool (commercial).
- (d) Apartment hotel, assisted retirement living, boarding house, bed and breakfast, convalescent home, family home, home for the aged and group day care.
- (e) Automobile repair, neighborhood automobile service station, gasoline station, filling or retail service station and garage (commercial).
- (f) Auto sales (outdoor).
- (g) Auto Sales Facility.
- (h) Bakeries with goods primarily prepared for in-store retail sales on site.
- (i) Banks, savings and loans, credit unions and financial services.

- (j) Bonded warehouse and local wholesale distributors.
- (k) Bar, night club, private club, dance hall and social club with alcoholic beverage sales.
- (l) Business and commercial schools.
- (m) Carpentry, painting, plumbing or tinsmith shop.
- (n) Child care center (small, intermediate and large) and child development facilities.
- (o) Cleaning or laundry self-service shop and cleaning shop or laundry (small).
- (p) Clinic and safety services.
- (q) Convenience stores, retail food store, grocery stores and supermarkets (including the sale of alcoholic beverages and/or gasoline).
- (r) Cultural services and community center (public and private).
- (s) Day camp.
- (t) Dancing and music academies.
- (u) Florist shops, greenhouses and nurseries with outdoor service and display.
- (v) Frozen food lockers and cold storage plant.
- (w) Hospitals, sanitariums, nursing homes, hospices, and homes for the aged.
- (x) Hotels, tourist homes, and motels.
- (y) Lumber yards and building materials storage yard.
- (z) Mini storage warehouse and storage garage.
- (aa) Personal service uses including barber shops, beauty parlors, photographic or artist studios, messengers, newspaper or telegraphic agencies, dry cleaning and pressing substations, dressmaking, tailoring, shoe repairing, repair of household appliances, electronics and bicycles, catering and other personal service uses of similar character.
- (bb) Public utilities substations.
- (cc) Radio and television broadcasting stations and studios, excluding broadcasting towers.

(dd) Restaurant, cafe or cafeteria, drive-in eating establishment with alcoholic beverage sales.

(ee) Sale of new auto parts.

(ff) Shopping center.

(gg) Telephone exchange, postal facilities and communication service.

(hh) Trailer camp or park.

(ii) Truck stop.

(jj) Upholstering shops.

(kk) Uses as determined by the Commission and/or the Council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that store and distribute goods and materials, and are in general dependent on raw materials refined elsewhere.

(ll) Wholesale sales establishments and warehouses.

(mm) Wholesale bakeries.

(nn) Woodyard.

(oo) Veterinary services and hospital.

2. Minimum Lot Size

(a) The minimum lot area shall be 7,500 square feet.

(b) The minimum lot width, measured at the front property line, shall be 60 feet.

3. Height and Placement Requirements

Front Yard Setback	25 ft.
Side Yard Setback	7 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	15 ft.
Maximum Height Limit	60 ft.*

* This height limit does not apply to hotels. Hotels may be erected to a height not to exceed 10 stories or 150 feet.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 60%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 70%.
- (c) Open off-street parking and loading areas will not be considered as lot coverage.

5. Parking

The following number of parking spaces shall be provided:

Use	Number of Parking Spaces
Hotels, Motels and similar transient accommodations	One space per bedroom and one space for each two employees
Rest homes, Hospitals, Nursing Homes, Convalescent Homes, sanitariums and similar uses	One space for each two employees and one space for each four patient beds
Bars, Cafes, Restaurants, Taverns, Night Clubs, and similar uses	One space for every four seats provided for customer service
Food Sales, Food and Beverage Sales, Convenience Stores, Truck stops and similar uses	One space for each 200 square feet of gross floor area
Banks, Offices, financial lending institutions, gasoline stations, personal service shops, retail establishments, shopping centers and similar uses catering to the general public	One space for each 250 square feet of gross floor area
Auto sales facilities	One space for every automobile for sale, one space for each two employees, and one space for each 250 feet of gross floor area
Golf courses (commercial)	One space for each two employees, six spaces for each hole, and one space for each 200 feet of gross floor area

6. Landscaping

A minimum of 15% of the net lot area shall be devoted to landscape development. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

7. Maximum Floor Area Ratio

The maximum floor area ratio is 1.8 to 1.

8. Additional Conditions and Limitations

(a) The permitted use must be conducted primarily within an enclosed building or screened area, except for customary outdoor activities for the specified use listed.

(b) Signs (advertising) must be on the same lot as the business establishments to which they refer and shall not be placed within twenty-five (25) feet of any land designated for Single Family Residential or Multi-family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

(c) Paved sidewalks, driveways and parking areas are required.

(d) Screening of loading and storage facilities is required.

All Uses Except Single Family Residential

The following minimum development standards shall apply to all land designated for any use except Single Family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

1. Parking

(a) Handicapped Parking. Non-residential handicapped parking requirements are a minimum of one space for fifty parking spaces, and one additional space for over fifty parking spaces up to one hundred spaces, and then one space per one hundred spaces up to five hundred spaces. Over five hundred, it is one percent of total parking spaces. Dimensional requirements are twelve foot (12') and eighteen foot depth (18') per handicap space. The location and design of handicapped parking spaces shall be as required by state and federal law.

(b) Maximum Parking. The maximum number of spaces for a commercial area shall not exceed 150% of the parking requirements set out in Commercial Section 5 of these Minimum Development Standards.

(b) Development and Maintenance Standards for Parking Areas. Every parcel of land used as a public or private parking area, including commercial parking lots, shall be developed as follows:

(i) Off-street parking areas for more than five vehicles and loading areas shall be effectively screened by a privacy fence, hedge, planting or natural vegetation or topography on each side which adjoins land designated for a residential use or a residential use.

(ii) Except for parking to serve residential areas, parking and loading areas adjacent to land designated for residential use or adjacent to a residential use shall be designed to minimize disturbance of residents.

(iii) Access aisles shall be of sufficient width for vehicular turning and maneuver.

2. Landscaping

(a) Requirements. All landscape materials shall be installed according to American Association of Nurserymen (AAN) standards. An approved landscape plan shall be required for all new development.

(b) Maintenance. The owner of the landscaped property shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of this Section.

(c) Planting Criteria.

(i) Trees. Trees shall be a minimum of two (2) inches in caliper measured three (3) feet above finished grade immediately after planting. A list of recommended landscape trees may be obtained from the City. If the developer chooses to substitute trees not included on the recommended list, those trees shall have an average mature crown greater than fifteen (15) feet in diameter to meet the requirements of this Section. Trees having an average mature crown less than fifteen (15) feet in diameter may be substituted by grouping trees so as to create at maturity the equivalent of a fifteen foot (15) diameter crown if the drip line area is maintained. A minimum area three (3) feet in radius is required around the trunks of all existing and proposed trees.

(ii) Shrubs and Ground Cover. Shrubs, vines and ground cover planted pursuant to this section shall be good, healthy nursery stock. Shrubs must be, at a minimum, a one (1) gallon container size.

(iii) Lawn Grass. It is recommended that grass areas be planted with drought resistant species normally grown as permanent lawns, such as Bermuda, Zoysia, or Buffalo. Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in areas subject to erosion.

(iv) Synthetic Plants. Synthetic or artificial lawns or plants shall not be used in lieu of plant requirements in this section.

(v) Architectural Planters. The use of architectural planters may be permitted in fulfillment of landscape requirements.

(vi) Other. Any approved decorative aggregate or pervious brick pavers shall qualify for landscaping credit if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.

(d) Exceptions. Exceptions to these provisions may be granted by the Commission and/or Council to require a lesser amount of landscaping if the aesthetic, buffering and environmental intent of this Section is met, and the reduction of the landscape area results in the preservation of natural features having comparable value to the reduced landscape requirements.

(e) Placement. Landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped, except as specifically approved by the Commission and/or the Council. Landscaping placed within public right-of-ways shall not be credited to the minimum landscape requirements by this Section unless the developer and the City or County negotiate a license agreement by which the developer assumes the responsibility for the maintenance, repair and replacement for all landscaping located within the public right-of-way.

(f) Credit. The City Engineer shall, with respect to the approval of a construction plan, give a credit against the requirements of this Section for trees preserved on the site. Provided that, in order to reward the preservation of Significant Trees, a credit may be given for such preservation only if no more than fifty percent (50%) of the Critical Root Zone is disturbed or distressed with impervious cover; and provided further that the remaining Critical Root Zone must consist of at least one hundred (100) square feet.

(g) Additional Required Plantings. For every six-hundred (600) square feet of landscape area required by this Section, two (2) trees and four (4) shrubs shall be planted. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted, if necessary, so that no parking space is more than 50 feet away from the trunk of a tree, unless otherwise approved by the Commission.

(h) Replacement of Required Trees. Upon the death or removal of a tree planted pursuant to the terms of this Section, a replacement tree of equal size and type shall be required to be planted. A smaller tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree in this Section is retained.

(i) Screening. The following requirements shall be in addition to the foregoing landscaping and planting requirements.

(i) All off-street parking, loading spaces and docks, outside storage areas, satellite dishes larger than 18 inches in diameter, antennas, mechanical equipment, and the rear of structures on reverse frontage lots, must be screened from view from the street or public right-of-ways.

(ii) Approved screening techniques include privacy fences, evergreen vegetative screens, landscape berms, existing vegetation or any combination thereof.

(iii) Privacy Fences.

(A) All fences required by this subsection and along a common property boundary shall be six (6) feet in height.

(B) Fences up to eight (8) feet in height, but not less than six (6) feet, shall be allowed for impeding access to hazardous facilities including, but not limited to, electrical substations, swimming pools and chemical or equipment storage yards, where the slope of a line drawn perpendicular to the fence line averages twenty percent (20%) or more on either side of the fence over a distance no less than fifteen (15) feet, or where the fence forms a continuous perimeter around a subdivision and the design of said perimeter fence is approved by the Commission.

(C) Fences less than or equal to three (3) feet in height shall be allowed in front yards.

(D) No fence or other structure more than thirty percent (30%) solid or more than three (3) feet high shall be located within twenty-five (25) feet of the intersection of any rights-of-way.

(E) All fences shall be constructed to maintain structural integrity against natural forces such as wind, rain and temperature variations.

(F) The finished side of all fences built to comply with these regulations shall face away from the screened object.

(iv) Evergreen Vegetative Screens. Evergreen plant materials shall be shrubs, at least thirty (30) inches in height and at a minimum spacing of 48 inches at the time of installation. Shrubs may be used in combination with landscape trees to fulfill the requirements of this Section.

(v) Landscape Berms. Landscape berms may be used in combination with shrubs and trees to fulfill the screening requirements of this Section if the berm is at least three (3) feet in height and has a maximum side slope of four (4) feet of horizontal run for every one (1) foot in vertical rise.

(vi) Native Vegetation. Existing vegetation, demonstrating significant visual screening capabilities and as approved by the Commission may fulfill the requirements of this Section.

3. Construction Plans

(a) Purpose and Applicability. Construction Plans provide detailed graphic information and associated text indicating property boundaries, easements, land use, street access, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces and general conformance with these Minimum Development Standards. Construction Plan approval by the City Engineer shall be required for any development or improvement of land subject to this Agreement when Construction Plan approval is not required by the City's Subdivision Ordinance.

(b) The process for the submission and approval of Construction Plan shall be governed by the City Zoning Ordinance.

4. Definitions

Accessory Structure means, in a residential district, a subordinate building detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, toolhouse, bath or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house or garden shelter, but not involving the conduct of a business or occupancy by any long-term or paying guests.

Accessory Use means a use that is customarily a part of the principal use, a use which is clearly incidental, subordinate and secondary to the permitted use, and which does not change the character thereof.

Amusement (Indoor) means an amusement enterprise wholly enclosed in a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, including a bowling alley, billiard parlor, and similar activities.

Amusement (Outdoor) means any amusement enterprise offering entertainment or games of skill to the general public for a fee or charge wherein a portion of the activity takes place in the open, including golf driving range, archery range, miniature golf course, and similar activities.

Apartment Hotel means a building used or intended to be used as a home for twelve (12) or more families, who are permanent residents, living independently of each other, in which building may be located on the first floor living units for transient guests, and/or retail sales and service.

Assisted Retirement Living means a use providing 24-hour supervision and assisted living for more than 15 residents not requiring regular medical attention. This classification includes personal care homes for the physically impaired and persons 60 years of age or older.

Auto Sales (Outdoor) means an open, dust-free, all weather area, other than a street, alley or other public place, used for the display and sales of new or used automobiles. Where no repair work, except those actions normally associated with vehicle operator service, is done on the cars to be displayed and sold on the premises. A sales office is normally located on the premises and such shall be limited to an area less than 10% of the total sales lot.

Auto Sales Facility means one or more buildings and an open, dust-free, all weather surface other than a street, alley, or other public place, used for the display, wholesale or retail sale, of new or used automobiles, with repair and renovation authorized entirely within an enclosed building, and temporary storage of vehicles for repairs and renovation not to exceed ninety (90) days.

Bar means any business establishment required to have a state license for the sale of alcoholic beverages other than beer, for on-premises consumption.

Bed and Breakfast means an establishment engaged in providing rooms or groups of rooms in a dwelling unit for temporary lodging for overnight guests on a paying basis.

Boarding House means a building other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for three (3) or more persons for compensation, pursuant to previous arrangement for definite periods, but not to the general public or transients.

Caliper means the trunk diameter of a tree at three (3) feet above natural grade.

Centerline of a Waterway means the centerline of the waterway and refers to existing topographically defined channels. If not readily discernible, the centerline shall be determined by (first) the low flow line, or (second) the center of the two (2) year flood plain.

Child care center (Small) means a private residence where the occupant provides custodial care and supervision during daylight hours for a maximum of six (6) children at one time. The maximum of six (6) children includes the family's natural or adopted children under the age of fourteen (14). The residence must contain a minimum of 150 square feet of floor area for each child. This use shall exclude group/family home.

Child care center (Intermediate) means a facility (including non-residential structures) which provides custodial care and supervision for less than 24 hours per day for between seven (7) and twelve (12) children, excluding foster and group homes. The facility must contain a minimum of 150 square feet of floor area for each child.

Child Care Center (Large) means a facility where over twelve (12) children receive custodial care and supervision for less than 24 hours a day, excluding foster and group homes.

Child Care or Child Development Facilities means any children's home, orphanage, institution, private home, residence or other place, whether public, parochial or private, operated for profit or not, which keeps, cares for, has custody of or is attended by four (4) or more children under sixteen years of age at any one time, who are not members of the immediate family or any natural person operating any such place, during any part or all of the twenty-four hours in a day. Also, any institution, home or other place, whether public, parochial or private, conducted for profit or not, which keeps, cares for, has custody of or is attended by any number of children, under sixteen years of age, who are not members of the immediate family of any natural person operating such a place, who are mentally or physically handicapped, under medical or social supervision, and not within a hospital, twenty-four hours a day.

Cleaning or Laundry Self Service Shop means an establishment providing customers with self-service laundry and/or dry cleaning facilities, and does not include a commercial laundry or cleaning plant.

Cleaning Shop or Laundry (Small) means a custom cleaning shop not exceeding two thousand five hundred (2,500) square feet of floor area.

Cold Storage Plant means a commercial establishment where food or other commodities are stored either in lockers, rented or leased, or in vaults in bulk for distribution to the home or to commercial businesses. No slaughtering of animals or fowl is allowed on the premises.

Commission means the Planning and Zoning Commission of the City.

Communication services means an establishment engaged in providing broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, and photocopy and reproduction mechanisms (excludes broadcast towers).

Community Center means (a) a building and grounds owned or leased and operated by a governmental body for the social, recreational, health or welfare of the community served, and (b) a recreational facility, including both indoor and outdoor facilities, for use by residents and guests of a particular residential community development, subdivision, or membership group.

Convalescent Home means any structure used or occupied by three (3) or more persons recovering from illness or being provided geriatric care for compensation.

Convenience Store means a retail establishment of less than 2,500 square feet of total floor area selling a variety of consumables, notions and/or similar items, usually serving as a convenient outlet to a neighborhood. This activity can include the retail sale and self-service dispensing of gasoline or other fuels.

Critical Root Zone means a circular area around a Significant Tree equal to one (1) foot in radius for each one (1) inch caliper, and the center of the circular area located at the trunk

Cultural services means a library, museum, or similar registered nonprofit organizational use displaying, preserving, and exhibiting objects of community and cultural interest in one or more of the arts and sciences.

Day Camp means a facility arranged and conducted for the organized recreation and instruction of children including outdoor activities on a daytime basis.

Development means the construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill. Lawn and yard care, including mowing of tall weeds and grass, gardening, tree care and maintenance, removal of trees or other vegetation damaged by natural forces, and ranching and farming shall not constitute development. Utility, drainage, and

commodities stored therein. The size of each individual storage unit of a mini-storage warehouse shall be limited to 2,000 cubic feet.

Motel means a building or group of detached, semi-detached or attached buildings containing guest rooms or apartments with automobile storage space provided in connection therewith, which building or group is designed, intended or used primarily for the accommodation of automobile travelers, including groups designated as auto cabins, motor courts, motels and similar designations.

Night Club means an establishment required to have a state permit for the sale of alcoholic beverages and in which fifty percent (50%) or more of the monthly gross revenues are from the sale of alcoholic beverages; or any business or commercial establishment in which alcoholic beverages are consumed on-premises and live entertainment is provided.

Off Street Parking Space means an area of privately owned land not less than nine (9) feet by eighteen and one-half (18½) feet not on a public street or alley, with an all weather surface. A public street shall not be classified as such, nor shall head-in parking adjacent to a public street and dependent upon such street for maneuvering space.

Park or Playground means an open recreation facility or park owned and operated by a public agency such as the City or a municipal utility district and available to the general public for neighborhood use, but not involving lighted athletic fields for nighttime play.

Playfield means an athletic field or stadium owned and operated by a public agency such as the City or a municipal utility district for the general public including a baseball field, golf course, football field or stadium which may be lighted for nighttime play.

Privacy Fence means an opaque fence or screen of wood, masonry or a combination thereof at least six (6) feet in height. A fence shall be considered opaque if it is made of opaque materials and constructed so those gaps in the fence do not exceed one-half (1/2) inch. Fences using boards placed on alternating sides of fence runners shall be considered opaque if the boards overlap at least one-half (1/2) inch and are dog eared picketing.

Private Club means an establishment required to have a state issued alcoholic beverage permit for the sale, storage or vending of alcoholic beverages on-premises to its members.

Property Owners Association means an incorporated, non-profit organization operating under recorded land agreements through which (a) each lot and/or homeowner in a subdivision is automatically a member, (b) each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining common property, and (c) the charge, if unpaid, becomes a lien against the property.

Property Owners Association Neighborhood Park means a privately owned parcel of land, within a subdivision, dedicated solely for recreational use by persons in such subdivision and their guests, and maintained by the residents of said subdivision.

Regulatory 100-Year Flood Plain means the one hundred (100) year flood plain as defined by the Federal Emergency Management Act (FEMA).

Replacement Trees means new landscape trees to be planted by the developer to replace Significant Trees removed during the development of property. A list of approved Replacement Trees can be obtained at the office of the City.

Reverse Frontage Lot means a double frontage lot which is to be developed with the rear yard abutting a major street and with the primary means of ingress and egress provided on a minor street.

Safety services means a facility to conduct public safety and emergency services, including police and fire protection services and emergency medical and ambulance services.

School means a school under the sponsorship of a public or religious agency having a curriculum generally equivalent to public elementary or secondary schools, but not including trade or commercial schools.

School (Business) means a business organized to operate for a profit and offering instruction and training in a service or art such as secretarial school, barber college, beauty school or commercial art school, but not including a commercial trade school.

School (Commercial) means a business organized to operate for a profit and offering instruction and training in a trade such as welding, brick laying, machinery operation, mechanics and similar trades.

Sexually Oriented Business has the same meaning as that phrase has in the City Zoning Ordinance.

Shopping Center means a composite arrangement of shops and stores which provides a variety of goods and services to the general public, when developed as an integral unit.

Significant Tree means a living tree that the City desires to preserve to the greatest extent possible. All trees larger than eight (8) inches in caliper are significant trees.

Social Club means a building or portion thereof or premises used or operated for a social, educational or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.

Storage Garage means any premises and structure used exclusively for the storage of more than five (5) automobiles.

Tourist Home means a building other than a hotel where lodging is provided and offered to the public for compensation for not more than twenty (20) individuals and open to transient guests.

Tree means any self-supporting woody plant species that normally grows to an overall minimum height of fifteen (15) feet.

Veterinary hospital means an establishment offering veterinary services and clinics for pets, small and/or large animals. Typical uses include pet clinics, care, treatment and temporary housing of livestock and large animals, with temporary housing of large animals permitted in an attached or adjacent roofed building, with three (3) or more sides having walls or a solid fence extending from the foundation to at least 3/4 of the distance to the roof line.

Zoning Ordinance means City Ordinance No. 185, as it may be amended from time to time.

ANY DEFINITION NOT EXPRESSLY PRESCRIBED HEREIN SHALL BE CONSTRUED IN ACCORDANCE WITH CUSTOMARY USAGE IN MUNICIPAL PLANNING AND ENGINEERING PRACTICES.

**MINIMUM DEVELOPMENT STANDARDS
SINGLE FAMILY RESIDENTIAL**

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Permitted Uses (a) Single-family dwellings with a minimum of 1,300 sq. ft. of living area. (b) City or MUD parks and other public recreational facilities. (c) Public buildings, including schools. (d) City or MUD water, sewer and drainage facilities. (e) Real estate sales offices and model homes. (f) Temporary construction buildings. (g) Accessory structures not involving the conduct of any business enterprise.	Does not expressly define single-family residential use	Same as proposed, except: (1) minimum lot size of 7,500 sq. feet is not included; (2) permitted parks, playgrounds, community buildings and other public recreational facilities may be owned by a MUD, as well as the City; (3) permitted public buildings include schools; (4) water, sewer and drainage facilities owned by the City or a MUD are added as permitted use; and (5) the 2-year time limit on retail sales offices and 1-year limit on display buildings has been deleted.
2. Minimum Lot Size <u>Minimum Lot Area</u> 7.5% 8,200 sq. ft. 7.5% 7,400 sq. ft. 20% 6,500 sq. ft. 20% 6,000 sq. ft. 20% 5,500 sq. ft. 25% 5,000 sq. ft. <u>Minimum Lot Width</u> 55% 50 ft. 45% 45 ft. cul-de-sac lots 30 ft. (measured at front lot line)	<u>Minimum Lot Area</u> 90% 6000 sq. ft. 10% 5000 sq. ft. <u>Minimum Lot Width</u> 100% 50 ft. cul-de-sac lots 40 ft. (but measured at building front line, not front lot line)	<u>Minimum Lot Area</u> 85% 7,500 sq. ft. 15% 6,000 sq. ft. <u>Minimum Lot Width</u> 85% 60 ft. 15% 50 ft. cul-de-sac lots 40 ft. (measured at front lot line)
3. Height & Placement <u>Front Yard Setback</u> 20 ft. irregularly shaped lots 25 ft. all other lots <u>Side Yard Setback</u> 5 ft. <u>Street Side Yard Setback</u> 15 ft. <u>Rear Yard Setback</u>	<u>Front Yard Setback</u> 20 or 25 ft. <u>Side Yard Setback</u> 5 ft. for lots less than 55 ft. 10 ft. for other lots <u>Street Side Yard Setback</u> Not expressly addressed; prior zoning ordinance 15 ft. <u>Rear Yard Setback</u>	<u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 10 ft. <u>Street Side Yard Setback</u> 15 ft. <u>Rear Yard Setback</u>

10 ft. <u>Maximum Height</u> 35 ft., except water towers; City, MUD or POA parks and public recreational facilities, and public buildings, for which the maximum height is 60 ft.	10 ft. <u>Maximum Height</u> 35 ft.	25 ft. <u>Maximum Height</u> 35 ft, except public or semi- public service buildings, hospitals, institutions or schools, for which the maximum height is 60 ft..
4. Lot Coverage 40% main buildings 50% main and accessory buildings	Not expressly addressed	Same as proposed
5. Parking 2 off-street parking spaces for single-family dwelling	Not expressly addressed; prior zoning ordinance 2 off-street parking spaces for 3-bedroom dwelling	2 spaces minimum, and ½ space for each additional bedroom above 2
6. Landscaping Minimum of 2 2-inch trees, 6 2-gallon shrubs and lawn grass from the front property line to the front 2 corners of the structure.	Not expressly addressed	Same as proposed
7. Outdoor Lighting Outdoor lighting shall be located so as not to shine directly upon adjoining property or create a nuisance for adjoining property owners. Night-time security lighting will be located as close as is practicable to main dwellings.	Not expressly addressed.	Same as proposed, except ordinance also provides that the lighting shall be installed and maintained in compliance with all applicable City ordinances.
8. Additional Conditions (a) Minimum of 2 sides masonry construction (b) Vehicles without current plates shall be parked in an enclosed building, and other vehicles shall be parked on all weather surface or in enclosed building.	Not expressly addressed. Not expressly addressed.	Same as proposed. Same as proposed.

ALL USES EXCEPT SINGLE FAMILY RESIDENTIAL

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Parking (a) <u>Handicapped Parking.</u> (b) <u>Maximum Parking.</u> (c) <u>Development and Maintenance Standards for Parking Areas.</u>	Not expressly addressed	Same as proposed, except proposed standards allow screening of off-street parking for more than 5 vehicles by natural vegetation and topography, in addition to privacy fences, hedges and plantings.
2. Landscaping <i>See Minimum Development Standards for full text.</i>	Not expressly addressed; 10% of non-residential lots reserved for open space.	Same as proposed, except that 2(e) allows landscaping planted in the ROW to be credited against minimum landscaping requirement, if developer enters into license agreement with the City or County pursuant to which the developer will be responsible for maintenance of all landscaping in the ROW
3. Construction Plans <i>See Minimum Development Standards for full text.</i>	Not expressly addressed.	Same as proposed
4. Definitions	No parallel provision	Same as proposed

**MINIMUM DEVELOPMENT STANDARDS
MULTI-FAMILY RESIDENTIAL**

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Permitted Uses Attached single family structures with a minimum of 500 sq. ft. of living area.	Does not expressly define multi-family residential use	Same as proposed
2. Minimum Lot Size <u>Minimum Lot Area</u> 7,000 sq. ft. <u>Minimum Lot Width</u> 50 ft.	<u>Minimum Lot Area</u> 8,000 sq. ft. <u>Minimum Lot Width</u> 50 ft.	Same as proposed
3. Height & Placement <u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 5 ft. <u>Street Side Setback</u> 15 ft. <u>Rear Yard Setback</u> 10 ft. <u>Maximum Height</u> 50 ft.	<u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 5 ft. <u>Street Side Setback</u> Not expressly addressed; prior zoning ordinance 15 ft. <u>Rear Yard Setback</u> 10 ft. <u>Maximum Height</u> 50 ft.	Same as proposed
4. Lot Coverage 40% main buildings 50% main & accessory buildings	Not expressly addressed; 10% of non-residential lots reserved for open space	Same as proposed
5. Parking (a) 5 ft. setback from rear wall of garage and from curb of any parking area to the nearest property line (b) Private garages may be attached or detached. (c) 2 off-street parking spaces for each living unit	(a) Not expressly addressed (b) Not expressly addressed (c) Not expressly addressed; prior zoning ordinance 1 off-street parking spaces for 1 bedroom, 1 ½ for 2 bedrooms, 2 for 3 bedrooms	(a) Same as proposed (b) Same as proposed (c) Same as proposed
6. Landscaping 20% total lot area	Not expressly addressed; 10% of non-residential lots reserved for open space	Same as proposed

7. Maximum Units Per Acre 21 units/acre	22 units per acre	Same as proposed
8. Additional Conditions (a) More than 1 building or structure may be located on a lot. (b) All buildings and structures shall be separated by a minimum horizontal distance of 10 ft.	(a) Not expressly addressed (b) Not expressly addressed	(a) Same as proposed (b) Same as proposed.

MINIMUM DEVELOPMENT STANDARDS
COMMERCIAL

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
<p>1. Permitted Uses See Minimum Development Standards for complete list.</p>	Does not expressly define commercial uses.	Same as permitted uses in C-1 and C-2 districts, except the following uses have been deleted: (1) cemetery; (2) manufactured housing sales and service; (3) packaging of spices produced in the region; (4) drive-in theaters; (5) farm and implement display and sales room; (6) farms or truck gardens; (7) golf course (commercial), playfield or stadium (public); (8) heavy machinery sales, storage and service; (9) milk and bread distributing stations; (10) parking lots and commercial garage; (11) sexually oriented business; (12) heliport; and (13) taxi cab stations. In addition, there are no requirements for conditional use permits.
<p>2. Minimum Lot Size <u>Minimum Lot Area</u> 7,500 sq. ft. <u>Minimum Lot Width</u> 60 ft.</p>	<p><u>Minimum Lot Area</u> 5,750 sq. ft. <u>Minimum Lot Width</u> 50 ft.</p>	C-2 minimums are same as proposed.
<p>3. Height & Placement <u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 7 ft. <u>Street Side Setback</u> 15 ft.</p> <p><u>Rear Yard Setback</u> 15 ft. <u>Maximum Height</u> 60 ft., except for a hotel,</p>	<p><u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 10 ft. <u>Street Side Setback</u> Not expressly addressed; prior zoning ordinance had no street side setback <u>Rear Yard Setback</u> 0 ft. <u>Maximum Height</u> 50 ft.</p>	C-2 minimums are same as proposed, except for the maximum height exception for a hotel.

which has a maximum height of 150 ft.		
4. Lot Coverage 60% main buildings 70 % accessory buildings	Not expressly addressed; 10% of non-residential lots reserved for open space; 0.4 FAR	Same as proposed
5. Parking <i>See Minimum Development Standards for complete chart.</i>	Not expressly addressed; prior zoning ordinance included similar, though not identical, provisions	Same as proposed
6. Landscaping 15 % of net lot area – total lot area less undevelopable area	Not expressly addressed; 10% of non-residential lots reserved for open space	15% of total lot area
7. Maximum FAR 1.8 to 1	0.4	Same as proposed
8. Additional Conditions (a) Permitted use must be conducted primarily within an enclosed building or screened area, except for customary outdoor activities for the specified use listed. (b) Advertising signs must be on the same lot as the business establishments to which they refer and shall not be placed within 25 ft. of residential land. (c) Paved sidewalks, driveways and parking areas are required. (d) Screening of loading and storage facilities is required. (e) Sexually Oriented Businesses are prohibited.	Not expressly addressed	Same as proposed, with the addition of the express prohibition on sexually oriented businesses

**MINIMUM DEVELOPMENT STANDARDS
OPEN SPACE**

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Permitted Uses (a) Cemeteries. (b) Conservation areas. (c) Golf Courses. (d) Outdoor recreational and athletic facilities. (e) Outdoor swimming pools. (f) POA neighborhood parks, common open space, common open area, playgrounds and play fields. (g) Wildlife sanctuaries. (h) Club Houses and Community Centers. (i) Retail-oriented uses which are clearly secondary and customarily or necessarily incidental to permitted uses (a) through (h) (j) Caretaker residence. (k) Maintenance buildings.	Does not expressly define open space use	Same as proposed
2. Minimum Lot Sizes <u>Minimum Lot Area</u> 7,500 sq. ft. <u>Minimum Lot Width</u> 60 ft.	<u>Minimum Lot Area</u> Not expressly addressed in current Development Agreement or prior zoning ordinance <u>Minimum Lot Width</u>	Same as proposed
3. Height & Placement <u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 10 ft. <u>Street Side Yard Setback</u> 15 ft.	<u>Front Yard Setback</u> Not expressly addressed; prior zoning ordinance 25 ft. <u>Side Yard Setback</u> Not expressly addressed; prior zoning ordinance 10 ft. <u>Street Side Yard Setback</u> Not expressly addressed in current Development Agreement or prior zoning ordinance	Same as proposed, except 60 ft. maximum height instead of 35 ft. maximum height

<u>Rear Yard Setback</u> 25 ft.	<u>Rear Yard Setback</u> Not expressly addressed; prior zoning ordinance 25 ft.	
<u>Maximum Height</u> 60 ft.	<u>Maximum Height</u> 35 ft.	
4. Lot Coverage 50% main buildings 60% main and accessory buildings	Not expressly addressed; 10% of non-residential lots reserved for open space; prior zoning ordinance provided 0.1 FAR	Same as proposed
5. Landscaping 20% net lot area – total lot area less undevelopable area	Not expressly addressed; 10% of non-residential lots reserved for open space	20% of total lot area

**MINUTES
SPECIAL PLANNING AND ZONING COMMISSION
201 E. PARSONS STREET
MANOR, TEXAS 78653
FEBRUARY 16, 2005 AT 7:30 P.M.**

Commission Members Present:

Nancy Boatright, Chairman
Michael Hill
Janie Poteet

Commission Members Not Attending:

Thomas Bolt
Juan Coronado

City Staff:

Michael Tuley, Public Works Director
Frank Phelan, Jay Engineering

JOINT PUBLIC HEARING WITH CITY COUNCIL:

A public hearing before the Manor City Council and the planning and zoning Commission at the Manor City Hall, in regard to proposed changes to the 620.1 acre Cottonwood Planned Unity Development; the moving of boundary lines, and development standards to the Cottonwood Planned Unit Development as previously approved on December 20th 2000 (herein submitted as the ShadowGlen Planned Unit Development). The 620.1 acre Planned Unit Development is located north of U.S. 290, east of F.M. 973 and west of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas. The purpose of this meeting is to allow citizens an opportunity to discuss the potential impact on surrounding landowners.

The public hearing was called to order by Mayor Turner at 7:30 p.m. Attending were Council Members: Beauchamp, Boatright, Samaripa, Snowden and Taylor and Commission Members Hill, Poteet, and Boatright.

Pete Dwyer, representing Cottonwood/ShadowGlen reviewed the proposed changes to the PUD plan. Questions were also put forth by persons attending the hearing related to zoning and were answered by City Attorney Shelia Limon.

Motion: Upon a motion by Mayor Pro tem Beauchamp, seconded by Council Member Samaripa, the Council and Commission voted eight (8) for and none (0) opposed to adjourn the public hearing. The motion carried and the hearing was adjourned at 7:55 p.m.

Special Called Meeting:

Call to Order and Announce a Quorum is Present:

**Minutes
Planning and Zoning Commission
February 16, 2005**

With a quorum of the Commission present, the Special meeting of the Planning and Zoning Commission was called to order by Chairman Boatright at 8:00 p.m. on February 16, 2005.

1. **Discuss, consider and act on the amendment of the Cottonwood Development Agreement to amend development standards for ShadowGlen Development located north of U.S. 290.**

Upon a motion by Commission Member Poteet, seconded by Commission Member Hill the Commission voted three (3) for and none (0) against to recommend adoption of the amendment proposed. The motion carried

2. **Discuss, consider and act on the ShadowGlen Planned Unit Development located north of U.S. 290.**

Upon a motion by Commission Member Hill and seconded by Commission Member Poteet to approve the revisions to the ShadowGlen Planned Unit Development, the Commission voted three (3) for and none (0) opposed. The motion carried.

3. **Adjourn**

Upon a motion by Commission Member Poteet, seconded by Commission Member Hill the Commission voted three (3) for and none (0) opposed to adjourn. The motion carried and the meeting adjourned at 8:15 p.m.


These minutes were approved by the Manor Planning and Zoning Commission on the 9th day of March, 2005.

APPROVED:



Nancy Boatright
Chairman

ATTEST:



Phil Tate
City Secretary

**MINUTES
REGULAR COUNCIL MEETING
201 E. PARSONS STREET
MANOR, TEXAS 78653
FEBRUARY 16, 2005 at 7:30 P.M.**

Present:

Jeff Turner, Mayor

Council Members:

Jimmy Beauchamp, Mayor Pro-Tem
Ben Boatright
Matildy Samaripa, Jr.
Sharon Snowden
Maud Taylor

City Staff:

Dennis Jones, City Administrator
Phil Tate City Secretary
Michael Tuley, Public Works Director
Frank Phelan, City Engineer
Sheila Limon, City Attorney

**PLANNING AND ZONING COMMISSION AND CITY COUNCIL
JOINT PUBLIC HEARING**

A public hearing before the Manor City Council and the Planning and Zoning Commission at Manor City Hall, 201 E. Parsons Street, in regard to proposed changes to the 620.1 acre Cottonwood Planned Unit Development; the moving of boundary lines, and development standards to the Cottonwood Planned Unit Development as previously approved on December 20th 2000 (herein submitted as the ShadowGlen Planned Unit Development). The 620.1 acre Planned Unit Development is located north of U.S. 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas. The purpose of this meeting is to allow citizens an opportunity to discuss the potential impact on surrounding landowners

The public hearing was called to order by Mayor Turner at 7:30 p.m. Attending were Council Members: Beauchamp, Boatright, Samaripa, Snowden and Taylor and Commission Members Hill, Poteet, and Boatright.

Pete Dwyer, representing the Cottonwood/ShadowGlen development reviewed the proposed changes to the PUD plan. Questions were also put forth by persons attending the hearing related to zoning and were answered by City Attorney Sheila Limon.

Upon a motion by Mayor Pro Tem Beauchamp, seconded by Council Member Samaripa, the Council and Commission voted eight (8) for and none (0) opposed to adjourn the public hearing. The motion carried and the hearing was adjourned at 7:55 p.m.

BOARD OF ADJUSTMENTS MEETING

Call to order

Mayor Turner called the Board of Adjustments meeting to order at 8:00 p.m. and with all members of the City Council in attendance, a quorum was declared present.

Agenda Items

- (1) **Discuss, consider and act upon a set back variance request for Lot 6 and the eastern half of Lot 7 Block 57 commonly known as 501 E. Lampassas.**

Upon a motion by Council Member Boatright, seconded by Council Member Snowden, to a grant a set-back variance of 12 foot for the Lampassas side of the property, the Board voted five (5) for and none (0) against. The motion carried.

- (2) **Adjourn.**

Upon a motion by Council Member Taylor, seconded by Council Member Samaripa to adjourn, the council voted five (5) for and (0) against. The motion carried and the meeting adjourned at 8:10 p.m.

CITY COUNCIL REGULAR SESSION

Call to order and announce a quorum is present.

With a quorum of the council members present, the Regular Meeting of the Manor City Council was called to order by Mayor Turner at 8:12 p.m. on Wednesday, February 16, 2005.

Pledge of Allegiance.

A. VISITORS/CITIZENS FORUM:

No citizens spoke.

B. CONSENT AGENDA:

Upon a motion by Mayor Pro tem Beauchamp, seconded by Council Member Taylor to approve the consent agenda, the council voted five (5) for and none (0) opposed to approve the Financial Reports, the Department Reports and the following Minutes:

- a. July 28, 2004 Special Council Meeting
- b. September 1, 2004 Council Workshop
- c. September 14, 2004 Budget Workshop
- d. September 15, 2004 Council Meeting
- e. October 6, 2004 Workshop Meeting
- f. October 7, 2004 Special Called Meeting
- g. October 20, 2004 Council Meeting
- h. November 3, 2004 Special Called Meeting
- i. November 3, 2004 Workshop Meeting
- j. November 17, 2004 Council Meeting
- k. January 19, 2005 Council Workshop
- l. January 26, 2005 Special Called Meeting
- m. February 2, 2005 Council Workshop

C. REGULAR ITEMS:

4. **Presentation by James Conquest on HOME Program Grant.**

James Conquest of Leo Woods and Associates updated the council on the status of the HOME Grant program and indicated that in late April or early May the bidding process should begin. Mayor Turner asked that Mr. Conquest report on the project at all future council meetings. No action was taken.

5. **Discuss, consider and act on an easement for Bluebonnet Electric.**

After discussion on the location of the easement, a motion was made by Council Member Samaripa and seconded by Council Member Taylor to table the item until Bluebonnet Electric Coop, the City, and Pete Dwyer can agree on a route for the easement that would be less intrusive should Gregg Manor Road be shifted through that area. The council voted five (5) for and none (0) against and the item was tabled.

6. Discuss, consider and act on the Preliminary Plat for Phase 1-A Presidential Glen Subdivision located on US 290 at Bois D' Arc Lane.

A motion by Mayor Pro-Tem Beauchamp, seconded by Council Member Samaripa, to approve the Preliminary Plat for Phase 1-A of the Presidential Glen Subdivision conditional upon sufficient information being provided to the City Manager that the Gunn property access situation had been resolved and to direct the City Engineer to provide notice to Manville Water of the City's intent to serve the subdivision. The Council voted five (5) for and none (0) opposed to approve the motion. The motion carried unanimously.

7. Discuss, consider and act on the Preliminary Plat for Wildhorse Creek Commercial Subdivision located along the west side of FM 973 south of Blake Manor Road.

Upon a motion by Council Member Boatright, seconded by Council Member Taylor, to approve the Wildhorse Creek Commercial Subdivision Preliminary Plat, the council voted five (5) for and none (0) opposed. The motion carried unanimously.

8. Discuss, consider and act on the amendment of the Cottonwood Development Agreement to amend development standards for ShadowGlen Development located north of US 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas.

9. Discuss, consider and act on the ShadowGlen Planned Unit Development located north of U.S. 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas.

10. Discuss, consider and act on the ShadowGlen Master Land Plan located north of U.S. 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas.

Nancy Boatright, Chairman of the Planning and Zoning Commission informed the Council that the Commission had voted to recommend approval of all three items related to Cottonwood-ShadowGlen PUD. The council then discussed items 8, 9 and 10, particularly in reference to the minimum size of lots and the agreement which had been reached between the developer and the Planning and Zoning Commission.

Upon a motion by Mayor Pro-Tem Beauchamp, seconded by Council Member Boatright, to approve the amendments to the development standards to the Cottonwood Development Agreement, to approve the ShadowGlen Planned Unit Development, and to approve the ShadowGlen Master Land Plan, the Council voted four (4) for and one (1) opposed. The motion carried with Council Members Beauchamp, Boatright, Snowden and Taylor voting for and Council Member Samaripa voting against.

11. Discuss, consider and act on a Utility Adjustment Agreement with Lone Star Infrastructure.

Upon a motion by Council Member Boatright, seconded by Council Member Snowden to approve the Utility Adjustment Agreement with Lone Star Infrastructure for the relocation of the city water storage facility on F.M. 973, the council voted five (5) for and none (0) opposed. The motion carried.

12. Engineer's Report

City Engineer Frank Phelan reported that the survey work related to the street and drainage project had been received in their office earlier in the week and that they are still on track to complete the final design on the project during the first quarter with construction to begin in the first half of the second quarter. The design phase of the Manor Town Apartments ORCA Grant improvements is underway and advertising for bids should occur in the next few weeks. Easements are still pending for the Bell Farms Offsite utility project and Mr. Phelan asked for authorization from the City to start condemnation proceedings if the easements can no be obtained within the next week. The sidewalk project will be designed as part of the street and drainage design and completed after that project is completed.

13. City Manager's Report

City Manager, Dennis Jones and Frank Phelan discussed the progress on the resolution of the school district LUE issue. The City has asked for an accounting of facilities added by the school since April 1996 but has not received a complete breakdown. Also discussed were the differences between what the district anticipates it is due versus what the amount the City Engineer has estimated may be due. The wastewater line easement remains an outstanding issue.

A number of responses have been received from architects for design of the City Hall and firms have until the 25th of February to respond. The land lease issue with Capital Metro has not yet been resolved. Mr. Jones informed the Council that he had received a letter from Manville's attorney regarding CCN issues and that he intended to respond with a letter to their board. No response has been received from the Texas Parks and Wildlife in regard to the resubmittal of the appraisal for the community park project. It was also noted that the easement agreement between the school district and the City needed to be signed by the district.

14. Executive Session: The Council will convene into Executive Session to consult with the City Attorney pursuant to '551.071, Government Code regarding Cause No. GN 500251, W. Gault v. City of Manor, in the 201st Judicial District Court of Travis County, Texas.

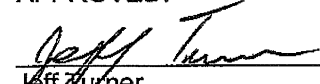
The council elected not to go into executive session since the city attorney was not present. Dennis Jones discussed the facts related to the lawsuit filed by William Gault against the City of Manor. No action was taken.

15. Adjourn

Upon a motion by Council Member Taylor, seconded by Council Member Snowden to adjourn, the council voted five (5) for and none (0) opposed. The meeting adjourned at 10:50 p.m.

These minutes approved by the Manor City Council on March 16, 2005.

APPROVED:



Jeff Turner
Mayor

ATTEST:



Phil Tate
City Secretary



7/26/2023

City of Manor Development Services

Notification for a PUD Amendment

Project Name: Shadowglen 4th PUD amendment

Case Number: 2023-P-1551-ZO

Case Manager: Michael Burrell

Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

Applicant: Marcus Equity

Owner: COTTONWOOD HOLDINGS LIMITED LLC

The Planning and Zoning Commission will meet at 6:30PM on August 9, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on August 16, 2023 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 PUD Amendment has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

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



11/20/2023

City of Manor Development Services

Notification for a Planned Unit Development Zoning Amendment

Project Name: Shadowglen PUD Amendment
Case Number: 2023-P-1551-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD, being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX. The request will be posted on the agenda as follows:

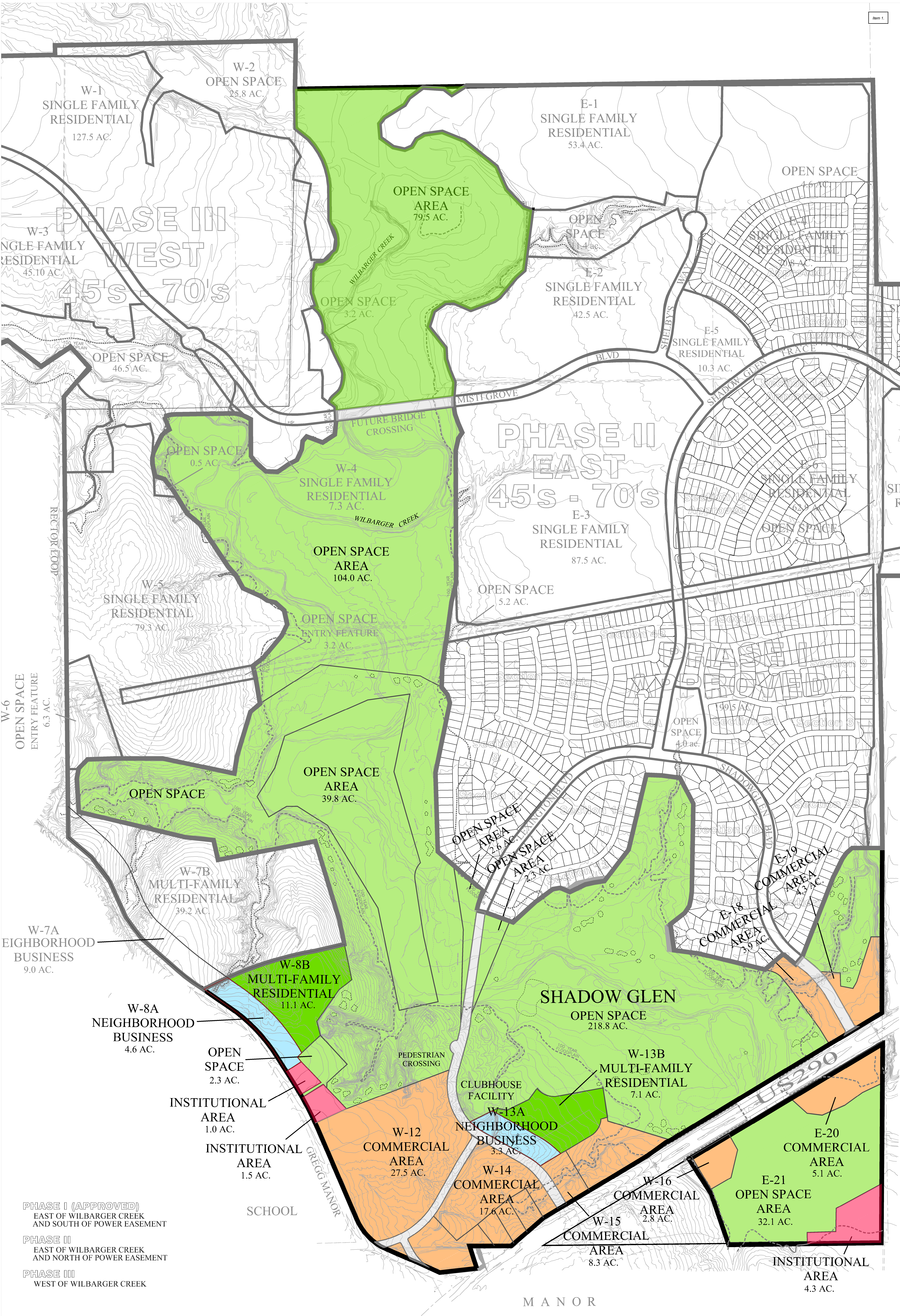
Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

Applicant: Marcus Equity
Owner: Cottonwood Holdings, LLC

The Manor City Council will meet at 7:00 PM on December 6, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The purpose of the amendment is to make the Zoning Ordinance for the Shadowglen Development consistent with the land uses shown in the Third Amendment to the Shadowglen Development Agreement as approved by the City Council on July 7th, 2021.

You are being notified because you own property within 300 feet of the property for which this PUD Amendment has been filed or own property within the Shadowglen PUD. 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.



PLANNED UNIT DEVELOPMENT A MENDED & REVISED MASTER PLAN

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

DATED THIS _____ DAY OF _____ 2018.

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

ATTEST:

CITY SECRETARY _____

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

DATED THIS _____ DAY OF _____ 2018.

BY:
CHAIRPERSON _____

Yajat LLC
1204 S Saddle Lakes Dr
Abilene, TX 79602-5472
Property ID: 247968

Moellenberg Jerry A & Marilyn
PO Box 156
Manor, TX 78653-0156
Property ID: 248000

Ninh Lilian Doan Etal
1411 Dexford Dr
Austin, TX 78753-160
Property ID: 240883

Shadowglen Development Corporation
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 841241

POkorney Daniel & Sherri Lynne
169 Pleasant Grove Rd
Elgin, TX 78621-5011
Property ID: 240895

Mcdonald's Real Estate Company
PO Box 182571
Columbus, OH 43218-2571
Property ID: 783982

Phillips Meredith Ashley & Michael James
16904 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942294

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377653

Leavitt Lumber Company Inc
PO Box 96 395 South 300 East
Kamas, UT 84036-0096
Property ID: 784605

POHanka Timothy And Cindy Living Trust
16904 John Michael Dr
Manor, TX 78653-3394
Property ID: 760463

Young Alan E & Veronica L
16904 Jonse Ct
Manor, TX 78653-3391
Property ID: 760509

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526067

Smith Tyler Cearley
16920 John Michael Dr
Manor, TX 78653-3394
Property ID: 760467

Jimenez Jaime Gallardo & Uiber Gallardo GUTierrez
16908 Jonse Ct
Manor, TX 78653-3391
Property ID: 760510

City Of Manor
PO Box 387
Manor, TX 78653-0387
Property ID: 526070

Phairr Damian
11312 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568213

POLLard Jeannie
13305 Craven Ln
Manor, TX 78653-3387
Property ID: 760514

Gonzales Alejandro & Alisha
13313 Craven Ln
Manor, TX 78653-3387
Property ID: 760546

Curry George Melvin & Marilyn Taylor Curry
111 Comal Cv
Elgin, TX 78621-5824
Property ID: 526042

Nguyen Hoang & Hieu
11309 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568209

Markert Rodney B & Sherry L
11324 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 568199

Dharmarajan Mayilvahanan & Karthikeyan
9916 Paulines Way
Austin, TX 78717-4062
Property ID: 940250

Tamayo Henry Cabra & Paula Andrea Lezama Romero
14313 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940249

Leo Vera W
11401 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568236

Camarena Ernest Jr & Lindsey J Thomas
11405 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568235

Gautam Bishal
14309 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940248

Jones Shannon Wm Iii
14313 McArthur
Manor, TX 78653-2359
Property ID: 940229

ASC Medical 8 Holdings LLC
885 Woodstock Rd Ste 430-330
Roswell, GA 30075-2277
Property ID: 710219

King Zachary & Adrienne
13812 Calera Cv
Manor, TX 78653-3692
Property ID: 568252

Lacey Marion & Brenda
13604 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696933

MK Revocable Trust
15215 Calaveras Dr
Austin, TX 78717-4636
Property ID: 696944

Rodriguez Gabriel Elias
11205 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696909

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961983

Sybille Fabian & NIDa Haqqi-Sybille
17309 Howdy Way
Manor, TX 78653-2730
Property ID: 962007

Rhodes Nefertitti
17404 Howdy Way
Manor, TX 78653
Property ID: 962002

Lee Byeongju & Catalina Herrera
17800 Claress Ln
Manor, TX 78653-2491
Property ID: 961963

Travis County Mud #2
100 Congress Ave Ste 1300
Austin, TX 78701-2744
Property ID: 724199

Vennam Saikrishna & POonam
Reena Bhikha
4509 Night Owl Ln
Austin, TX 78723-6076
Property ID: 962327

Baez Family Living Trust
14612 Kira Ln
Manor, TX 78653-2693
Property ID: 962329

Huang Yizhi
14613 Kira Ln
Manor, TX 78653-2693
Property ID: 962336

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962598

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962677

Manor Independent School Distr
PO Box 359
Manor, TX 78653-0359
Property ID: 236804

Las Entradas Development
9900 US Highway 290 E
Manor, TX 78653-9720
Property ID: 864848

Protestant Episcopal Church Of
Diocese TX
9900 US Highway 290 E
Manor, TX 78653-9720
Property ID: 845116

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 547346

290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240825

Reta Realty LLC
5301 Heather Ct
Flower Mound, TX 75022-5684
Property ID: 240828

Avv Foundation Inc
12801 Lexington St
Manor, TX 78653-3333
Property ID: 568067

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 460807

Cottonwood Holdings Ltd
54 Rainey St Apt 509
Austin, TX 78701-4391
Property ID: 725391

Patel Harshad & Rajeshree
16912 Christina Garza Dr
Manor, TX 78653
Property ID: 942296

Domenico AstrID Elisabeth & Nathan
A Donham
16900 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942293

Tucker Debra C & Elvis L
13112 Craven Ln
Manor, TX 78653
Property ID: 760484

Coulter Adam David & Megan Ann
16808 Rakesh Way
Manor, TX 78653-2327
Property ID: 942269

Hoang Trung H & Thuy L Cao
16817 Christine Garza Dr
Manor, TX 78653-2336
Property ID: 942263

Coulter Adam David & Megan Ann
16808 Rakesh Way
Manor, TX 78653-2327
Property ID: 942269

Hoang Trung H & Thuy L Cao
16817 Christine Garza Dr
Manor, TX Us 78653-2336
Property ID: 942263

Blanco Krista M & Mauricio A
Blanco Leguizamo
16809 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942264

Gonzalez Hipolito LII
1600 Cheristina Garza Dr
Manor, TX 78653
Property ID: 942283

Diaz Eric Salvador
16705 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942254

Schoonmaker Daniel & Crystal
Turnbull
16812 John Michael Dr
Manor, TX 78653-3392
Property ID: 760528

Brilliott Glenda Carlene &
Paul Brilliott
13201 Craven Ln
Manor, TX 78653-3390
Property ID: 760503

Diekow Bruce Brian & Miran Peak
16705 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910207

Bennett Marva A
16516 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910243

Campbell Willie Edward Jr & Mary
Elizabeth Campbell
16504 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910240

Freeman Crystal
16500 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910239

Marshall Craig Brian & Shari Dee
16428 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910238

Fields Willie & Evelyn
16900 John Michael Dr
Manor, TX 78653-3394
Property ID: 760462

Gomez Alexander Daniel
16501 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910212

Garza Daniel C & Laura R
16413 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910216

Hessel Torvald T V & Ryan Elizabeth
G Fleming
16408 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910232

Cabrera Everardo & Elizabeth
Gamez
16405 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910218

Flair Richard John & Jessica Diana
Flair
16401 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910219

CamPOs Juan Carlos
11300 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 821544

GIAZe Gordon & Patricia Michelle
Glaze
17016 John Michael Dr
Manor, TX 78653-3393
Property ID: 760535

Anderson Eric Todd & Brivery O
Miles
17017 John Michael Dr
Manor, TX 78653-3393
Property ID: 760548

Smith Audrey B Sr
10304 Ivy Jade
Schertz, TX 78154-6255
Property ID: 526041

Mcvade Cleora Estate
PO Box 288
Manor, TX 78653-0288
Property ID: 526046

Dwyer Peter A Dwyer Realty
Companies
9900 US Highway 290 E
Manor, TX 78653-9720
Property ID: 547112

Howard Russell T & Michael T
Mckee
11320 Runnel Ridge Rd
Manor, TX 78653-3873

Wallace Larimen T & Sabrena
11313 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568208

Wolfe Josefina Ortiz
17020 John Michael Dr
Manor, TX 78653-3393
Property ID: 760536

Griffin Melissa &
Christopher H
17028 Jon Michael Dr
Manor, TX 78653-3393
Property ID: 760538

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 760545

Luevano Sylvia M & Jacobo A
14321 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940251

Vierra Bella Salvador
11401 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568226

Vu Kathy
11413 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568224

Farkas Tibor W
13600 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696922

Norton Kyle & Lisa
13436 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568625

Cong Ruby Monica
13440 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568626

Banda Felipe Dejesus & Jose
Eduardo Tobias
14300 Mc Arthur Dr
Manor, TX 78653-2359
Property ID: 940234

ROH Jason
14212 MacArthur Dr
Manor, TX 78653-2358
Property ID: 940235

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568253

Broughton John M & Glenda V
11217 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696948

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961977

LGI Homes-Texas LLC
5345 Towne Square Dr Ste 145
Plano, TX 75024-2448
Property ID: 961979

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961990

Purcell Thad & Misty
11521 Pillion Pl
Manor, TX 78653
Property ID: 568266

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961986

LGI Homes-Texas LLC
5345 Towne Square Dr Ste 145
Plano, TX 75024-2448
Property ID: 962005

Colmenero Eduardo & Michelle
Marquez
17212 Howdy Way
Manor, TX 78653-2729
Property ID: 961969

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 961960

Purram Malla Reddy
17816 Claress Ln
Manor, TX 78653-2491
Property ID: 962077

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962321

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 962425

Kim Jinhwan & Heesoon Park
14716 Kira Ln
Manor, TX 78653-2692
Property ID: 962322

Guajardo Kathy Ann
14708 Kira Ln
Manor, TX 78653
Property ID: 962324

Thummala Venkata Reddy & Sailaja
14704 Kira Ln
Manor, TX 78653-2692
Property ID: 962325

Ortego Craig
14717 Kira Ln
Manor, TX 78653-2692
Property ID: 962341

Shadowglen Residential Property
Ownership Association Inc
11525 Shadowglen Trace
Manor, TX 78653
Property ID: 962607

Yoo Young Eun
14608 Kira Ln
Manor, TX 78653-2693
Property ID: 962330

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962335

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962681

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962678

Manor Independent School District
PO Box 359
Manor, TX 78653-0359
Property ID: 500910

Cottonwood Holdings Ltd
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 725401

Llano Las Entradas I LLC
1537 Singleton Blvd
Dallas, TX 75212-5239
Property ID: 240888

Shadowglen Golf L P
12801 Lexington St
Manor, TX 78653-3333
Property ID: 568065

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 815596

K-N Corporation
1717 W 6th St Ste 330
Austin, TX 78703-4791
Property ID: 240882

Reta Realty LLC
5301 Heather Ct
Flower Mound, TX 75022-5684
Property ID: 240893

Shadowglen Development
Corporation
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 860829

Coupland State Bank
PO Box 616
Mckinney, TX 75070-8141
Property ID: 377657

Rivera Margarito & Janie
13109 Craven Ln
Manor, TX 78653-3389
Property ID: 760516

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 942266

Cho Hwa & Jung J Cho
16804 Rakesh Way
Manor, TX 78653-2327
Property ID: 942268

Yang Julie O
16701 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942255

Buitink Nickolas & Joseph
16604 Christna Garza Dr
Manor, TX 78653-2164
Property ID: 910246

Silva David Mark Jr & Natalia Nicole
Longway
16600 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 910245

Loveland Tim James & Rosa Elena
16520 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910244

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377653

King Donald Keith & Cynthia Lee
Flores
16808 John Michael Dr
Manor, TX 78653-3392
Property ID: 760527

Wagner James Andrew
16701 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910208

Sekhar Sathish Kumar M
16421 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910214

Schneider Harold
7709 Palacios Dr
Austin, TX 78749-3126
Property ID: 526065

Hearne Rayfield Jr & Raette S
16908 John Michael Dr
Manor, TX 78653-3394
Property ID: 760464

Johnson Marlon Anton & Melanie
Wilkes
16912 John Michael Dr
Manor, TX 78653-3394
Property ID: 760465

Grant Lester Lee Jr & Robyn Dean
11308 Runnel Ridge Rd
Manor, TX Usa 78653-3873
Property ID: 568212

Sanchez Alvaro & Monica
17004 John Michael Dr
Manor, TX 78653-3393
Property ID: 760532

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568629

Curry George M Sr & Marilyn T
Marilyn Taylor Curry
111 Comal Cv
Elgin, TX 78621-5824
Property ID: 526043

Kylberg Lanny M & Lee
11321 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568206

Yancey Brandon Drew & Leticia
11404 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568204

Lapeyra-Gutierrez Adriana O & Juan
Gutierrez
11332 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 568201

Crump Gerald R
11312 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696914

Kelley Scott Charles & Nancy
Elizabeth
17024 John Michael Dr
Manor, TX 78653-3393
Property ID: 760537

Vazquez Edgar I & Laura M
11420 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568229

Ramos Kathleen Ann
13604 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696923

Alexander Franchetta Evon
13601 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696931

Lang Nikkolette C
14304 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940255

Pinedo Juan & Rosie
14305 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940247

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961975

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568230

Lee Sun Gorn
13804 Calera Cv
Manor, TX 78653-3692
Property ID: 568250

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568685

Park Chan Woong
12026 Reichling Ln
Whittier, CA 90606
Property ID: 940226

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961982

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961991

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961984

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 961972

Scott Fennis G & Mae K Scott
11525 Pillion Pl
Manor, TX 78653-3690
Property ID: 568267

Cobb Thomas David & Marcelina
13721 Shadowlawn Trce
Manor, TX 78653-3693
Property ID: 568259

Wal-Mart Real Estate Business Trust
PO Box 8050
Bentonville, AR 72712-8055
Property ID: 830450

DiAZ Ramon & Maria
Revocable Trust
17517 Canyonwood Dr
Riverside, CA 92504-8810
Property ID: 568271

Lange Peter
11616 Pillion Pl
Manor, TX 78653-3691
Property ID: 697017

Egbuonye Victor C & Sheila D
11613 Pillion Pl
Manor, TX 78653-3691
Property ID: 568273

Murphy Tara Louis Revocable Living
Trust
3029 Market St
San Francisco, CA 94114-1824
Property ID: 697018

Smith George & Karen Smith
13712 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697012

Wilson Dejuane & Teena Dozier
17312 Howdy Way
Manor, TX 78653
Property ID: 962004

Rodriguez Jesse & Alma Pioquinto
17716 Claress Ln
Manor, TX 78653-2727
Property ID: 961965

White Sherman Jr & Sylvia M
13720 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697020

Molad Mickey Jonathan & Rachel
13724 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697021

Pizzatti Luis Rafael Rodriguez &
Greiby Marleny Guillen Morales
17801 Claress Ln
Manor, TX 78653
Property ID: 961997

Hayes Ronald W & Roxanne Selene
14804 Kira Ln
Manor, TX 78653
Property ID: 962319

Hollenbeck Shannon Renee & Milad
Davoodi
14701 Kira Ln
Manor, TX 78653-2692
Property ID: 962338

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962334

Shippen Family Trust
PO Box 9167
Springfield, MO 65801-9167
Property ID: 841238

Shadowglen Development
Corporation
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 783981

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377654

Lawson Erica
13104 Craven Ln
Manor, TX 78653-3389
Property ID: 760519

Rohm Timothy Mark & Bonnie Jean
22295 Mission Hills Ln
Yorba Linda, CA 92887-2708
Property ID: 942289

Brower Ashley Hamilton & Philip
16716 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942287

Ayala Jonathan Carl
16708 Christina Graza Dr
Manor, TX Usa 78653-2335
Property ID: 942285

Chadda Vikash
13101 Craven Ln
Manor, TX 78653-3389
Property ID: 760460

Crosby Melody Lynette
16713 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942252

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377651

Lopez Nereida Sofia & Christian Lopez
16508 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910241

Nolton Allison Elizabeth & Sean
16420 Christina Garza Drive
Manor, TX 78653
Property ID: 910236

City Of Manor
PO Box 387
Manor, TX 78653-0387
Property ID: 526036

Moales Eric & Cicely
16901 John Michael Dr
Manor, TX 78653-3394
Property ID: 760498

Herrera Villaverde Sergio & Isabel Sanchez Tello
16509 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910210

Perez Armando & Paula P Rabago
16417 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910215

Duran Fernando & Noemi Duran
16404 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910231

Quin Gerald & Chanphen
17001 John Michael Dr
Manor, TX 78653-3393
Property ID: 760494

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526069

Garza Adam Anthony Jr
11306 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 821546

Moales Demetrius Roshawn
16924 John Michael Dr
Manor, TX 78653-3394
Property ID: 760529

Brennick Adam & Amelia
17005 John Michael Dr
Manor, TX 78653-3393
Property ID: 760493

Brannen Russell Frederic Iii & Jennifer Leigh Brannen
17009 John Michael Dr
Manor, TX 78653-3393
Property ID: 760550

Anspaugh Robert John & Elinor Pisano
17008 John Michael Dr
Manor, TX 78653-3393
Property ID: 760533

Lemere Curt & Janis Sapperstein
17012 John Michael Dr
Manor, TX 78653-3393
Property ID: 760534

Shadowglen Residential Property Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 940281

Timmermann Geraldine
PO Box 4784
Austin, TX 78765-4784
Property ID: 824766

Avra Alex & Nuzhat
11408 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568218

Montemayor Michael
11408 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568205

Skiles Erik D & Melissa Pink-Skiles
13328 Craven Ln
Manor, TX 78653-3387
Property ID: 760540

Reed Ricky
3668 Grand Point Ln
Elk Grove, CA 95758-4638
Property ID: 568219

Johnson D Kirk Sr & Sondra D
11228 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696918

Yamashiro Maria & Robert T
13448 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568628

Wright Nathan Thomas
14308 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940254

Saylor Jacob Harrison
14312 McArthur Dr
Manor, TX 78653-2359
Property ID: 940231

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568260

Hurst Jasmine E
11509 Pillion Pl
Manor, TX 78653-3690
Property ID: 568263

Villalobos Fay Rosenberg & Louis
11533 Pillion Pl
Manor, TX 78653-3690
Property ID: 568269

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961985

Lawrence Kenneth R & Mary E
225 Oxbow Cv
Georgetown, TX 78628-7088
Property ID: 962003

Gonzalez Hector Jr
17817 Claress Ln
Manor, TX 78653-2491
Property ID: 962000

Ayala Mario & Sandy
17804 Claress Ln
Manor, TX 78653-2491
Property ID: 961962

Flamer Paul Douglas
14808 Kira Ln
Manor, TX 78653-2691
Property ID: 962318

Braden Family Trust
14812 Kira Ln
Manor, TX 78653
Property ID: 962317

Blea Vanessa Darene
14700 Kira Ln
Manor, TX 78653-2692
Property ID: 962326

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX Us 78660
Property ID: 962680

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX Us 78660
Property ID: 962597

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX Us 78660
Property ID: 962613

Manor Lodging Development LLC
29711 S Legends Village Ct
Spring, TX 77386-2036
Property ID: 725803

Ninh Lilian Doan Etal
1411 Dexford Dr
Austin, TX 78753
Property ID: 240884

Cottonwood Holdings Ltd
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 834308

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 877922

Metro H2o Ltd
P.O. Box 1119
Dripping Springs, TX 78620
Property ID: 526013

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 248029

8700 North Lamar Ltd
3267 Bee Caves Rd Ste 107
Austin, TX 78746-6773
Property ID: 240824

Lind Ella L
10011 Taylor Ln
Manor, TX 78653-4712
Property ID: 240827

290 Manor LLC
7-Eleven, Inc. P.O. Box 711
Dallas, TX 75221
Property ID: 377648

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 726008

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377654

Norton Vickie Renee
16908 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942295

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377651

Herman Ian & Lauren
13105 Craven Ln
Manor, TX 78653-3389
Property ID: 760515

Liefschultz Jake Randall
13116 Craven Ln
Manor, TX 78653-3389
Property ID: 760483

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942261

Fernandez Richard Angue
16812 Rakesh Way
Manor, TX 78653-2327
Property ID: 942270

Winterroth Edmund And E
Revocable Trust
2020 Denton Dr
Austin,
TX 78758-4504

Leber Glen J & Cindy L Handwerk-
Leb
16704 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942284

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 816134

Williams Joyce B
13113 Craven Ln
Manor, TX 78653-3389
Property ID: 760526

Betancourt-Banda Beatriz M & Martin
Banda
16700 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910247

Francisco Glen & Nedra
16512 Christina Garza
Manor, TX 78653-2163
Property ID: 910242

Moore Lena & Eugene Jr
16513 Christine Garza Dr
Manor, TX 78653-2163
Property ID: 910209

Hernandez Juan
16813 John Michael Dr
Manor, TX 78653-3392
Property ID: 760500

Lee Donnie R & Ronda D
13209 Craven Ln
Manor, TX 78653-3390
Property ID: 760505

Deleon Guadalupe & Diana Gamboa
13213 Craven Ln
Manor, TX 78653-3390
Property ID: 760506

Pruitt Jonathan Daniel & Meghan
Elizabeth Laurin
16409 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910217

Tiger Audrey E M & Anthony Wayne
Tiger
16412 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910233

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 804535

Russell Merrill W Iii & Linda M Russell
16913 John Michael Dr
Manor, TX 78653-3394
Property ID: 760496

Larson Bryan & Ashley
16905 Jonse Ct
Manor, TX 78653-3391
Property ID: 760511

Mcvade Connie E
PO Box 2175
Hammond, IN 46323-0175
Property ID: 526039

Black Albert L & Kathy N
11304 Runnel Ridge Rd
Manor TX 78653-3873
Property ID: 821545

Villalobos Gisela & Artemio
11301 Runnel Ridge Rd
Manor TX Usa 78653-3873
Property ID: 568211

Mcvade Connie E
PO Box 2175
Hammond In 46323-0175
Property ID: 526040

Youngblood Saintjovite & Gloria
Teresa Yee
11404 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568217

Wood Lori C
11336 Terrace Way
Manor, TX 78653
Property ID: 568202

De La Pena Yvonne
11300 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696912

Jankowiak Jon L & Shauna R Life
Estate
13320 Craven Ln
Manor, TX 78653-3387
Property ID: 760542

Hfs Brothers Investments LLC
107 Ranch Road 620 S Ste 350
Lakeway, TX 78734-3980
Property ID: 707692

Spitzengel Bruce
1711 Oak Shade Dr
Sugar Land, TX 77479-6480
Property ID: 568227

Small Lakesha
13605 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696930

Cervantes Julie & Able
11304 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696916

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568684

Yakubek Ronald
14213 Sage Blossom Dr
Manor, TX 78653-2343
Property ID: 940244

Turnquist Anthony John & Hannah
Kathleen Keating
14317 Mcarthur Dr
Manor, TX Usa 78653-2359
Property ID: 940230

Lank Alexandra Noelle
14308 Mcarthur Dr
Manor, TX Usa 78653-2359
Property ID: 940232

Montgomery Cara Rae & Michael
Lawre
147 Kellogg Ln
Bastrop, TX 78602-3214
Property ID: 568262

Kelly Diana
13808 Calera Cv
Manor, TX 78653-3692
Property ID: 568251

Sneed Karlton John & Brenda Kay
Sneed
13601 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696942

Donnelly Lisa G
13605 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696941

Saleh Sam F & Gaukhar
Kanlybayeva
11209 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696910

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961973

Scf Rc Funding Iv LLC
902 Carnegie Center Blvd Ste 520
Princeton, NJ 08540-6531
Property ID: 830449

Chavarria Jeremy
11513 Pillion Pl
Manor, TX 78653-3690
Property ID: 568264

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961989

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961987

Wal-Mart Real Estate Business Trust
PO Box 8050
Bentonville, AR 72712-8055
Property ID: 830451

13100 Fm 973 Inc
10095 Us Highway 290 E
Manor, TX 78653-0539
Property ID: 568070

Gonzales Kristen & Jacob
11608 Pillion Pl
Manor, TX 78653-3691
Property ID: 568255

Lick Dustin S & Heather L
17701 Claress Ln
Manor, TX 78653
Property ID: 961994

Mura Raymond C & Linda S
11700 Pillion Pl
Manor, TX 78653-3767
Property ID: 697052

Sanchez Arturo & Sanjuana Perez
Sanchez
13717 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697025

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 962362

Randle Lamont & Sharla M
11709 Pillow Pl
Manor, TX 78653
Property ID: 697026

Bichugatti Kiran & Shivani V
Thanalapati
14616 Kira Ln
Manor, TX 78653-2693
Property ID: 962328

Jackson Adrian Jerome & Carol
Michelle Jackson
14209 Kira Ln
Manor, TX 78653
Property ID: 962339

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962345

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 240887

Shadowglen Golf L P
12801 Lexington St
Manor, TX 78653-3333
Property ID: 888159

Manor Independent School Distr
PO Box 359
Manor,, TX 78653-0359
Property ID: 240891

290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240825

Reta Realty LLC
5301 Heather Ct
Flower Mound, TX 75022-5684
Property ID: 240892

Pokorney Daniel & Sherri Lynne
169 Pleasant Grove Rd
Elgin, TX 78621-5011
Property ID: 240896

Rector Cemetery
12801 Lexington St
Manor, TX 78653-3333
Property ID: 822534

Mkr Properties LLC Series 11211 Us
Hwy 290
5905 York Bridge Cir
Austin, TX 78749-2211
Property ID: 377649

Sonic Development Of Central Texas
PO Box 17788
Austin, TX 78760-7788
Property ID: 377650

Kusum Hospitality LLC
11301 Us Hwy 290 E
Manor, TX 78653-9714
Property ID: 377658

Ghulam Jeelani & Vikash Chadda
13100 Craven Ln
Manor, TX 78653-3389
Property ID: 760458

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 942298

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942297

Camara Ivan D & Evelyn G Zirena
16800 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942288

Thurman Jeff Lynn Jr & Kristeen
Ann
16901 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942262

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942260

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942259

Brew Darrell Gurome
16616 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942282

Brown Brandy Nichole
16612 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942281

Ibarra Roanda Lopez Etal
16613 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942257

Lee Junhee
16704 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910248

Needles Kay Elaine
16816 John Michael Dr
Manor, TX 78653-3392
Property ID: 760461

Hauflaire Jordan &
Drake Hauflaire
13205 Craven Ln
Manor, TX 78653-3390
Property ID: 760504

Harrison Chandler Court & Kathryn
Paige Bouldin
16425 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910213

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 804541

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 910220

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526066

Eckman James P & Cynthia
Edmondson
16916 John Michael Dr
Manor, TX 78653-3394
Property ID: 760466

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526064

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 804537

Spence Carnelia
PO Box 518
Manor, TX 78653-0518
Property ID: 526044

Curry-Ikner Dallas
1112 Autumn Sage Way
Pflugerville, TX 78660-5864
Property ID: 526045

Habte-Ab Fess & MeAZa Demissie
11400 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568216

Marino Vincent D
11305 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568210

Ruth Mark W
11400 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568203

Scott Trust
11328 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 568200

**De La Pena Yvonne & Luz Maria
Oranday**
11300 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696917

**Arellano Sonya & Nicolas Tejada
Valdez**
13600 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696932

Anwar Shadab & Shaista Perween
11220 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696920

Joann M Hansen
11204 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696906

Wang Xiaomeng
12516 78th Ln Ne
Kirkland, WA 98034-7518
Property ID: 940246

Carreon Siggys J
14309 Mc Arthur Dr
Manor, TX 78653-2359
Property ID: 940228

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 862598

Larson Jessica
11213 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696911

Hudson Melissa A & Marc Jordan
11200 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696907

Masi Cheri & John
11201 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696908

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961976

Burrell Elliott Charles & Brenda J
13805 Calera Cv
Manor, TX 78653-3692
Property ID: 568247

Molla Syfuiddin Md & Jahanara Pervin
13808 Shadowlawn Trce
Manor, TX 78653-3694
Property ID: 568244

**Brazauski Adam Joseph Charles &
Bethan Grace Castle**
17700 Claress Ln
Manor, TX 78653-2727
Property ID: 961968

Vandeliwala Ismail
17708 Claress Ln
Manor, TX 78653-2727
Property ID: 961966

**Swartz Robert Walter & Joan Ruska
Benedetti**
11609 Pillion Pl
Manor, TX 78653-3691
Property ID: 568272

**Stubbs Michael Reyes & Catalina
Burgos**
17305 Howdy Way
Manor, TX 78653-2730
Property ID: 962006

Gagarin Ako & Gabriella Georgedes
17713 Claress Ln
Manor, TX 78653
Property ID: 961995

House Sharon D & Wadine Miles
11704 Pillion Pl
Manor, TX 78653-3767
Property ID: 697053

McClure Thomas Trent
14816 Kira Ln
Manor, TX 78653-2691
Property ID: 962316

**Shadowglen Residential Property
Owners Association Inc**
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 962426

Butler Family Partnership Ltd
PO Box 9190
Austin, TX 78766-9190
Property ID: 568069

**Kirksy Mylon Jamar & Diego Israel
Rodriguez Camacho**
14813 Kira Ln
Manor, TX 78653
Property ID: 962344

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962683

Paredes Joanne & Danny Tran
14621 Kira Ln
Manor, TX 78653-2693
Property ID: 962337

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962682

290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240826

**Shadowglen Development
Corporation**
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 860828

**Shadowglen Residential Property
Owners Association Inc**
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 725396

Alexander Darrell & Veronica
16808 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942290

11311 East Hwy 290 LLC
11311 Us Highway 290 E
Manor, TX 78653-9714
Property ID: 377659

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 760459

Johnson Chelsea Ann
16709 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942253

Ladd Wendell Nelson Iii
16617 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942256

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 725370

SchnelDer Luiza H & Andrew Walt
16505 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910211

Monje Pablo Hernandez
16905 John Michael Dr
Manor, TX 78653-3394
Property ID: 760497

Banks Michael D & Rachel Banks
16921 John Michael Dr
Manor, TX 78653-3394
Property ID: 760495

Morales Jose D Aguilar
13301 Craven Ln
Manor, TX 78653-3387
Property ID: 760513

Fry Elizabeth L & Briana S
17000 John Michael Dr
Manor, TX 78653-3393
Property ID: 760531

Mitri Nicolas & Catherine Chedrawi
11317 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568207

Willis William & Tia Kenyon
13324 Craven Ln
Manor, TX 78653-3387
Property ID: 760541

Klock Lauren Nicole & Charles
Sumter Belote Iv
14316 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940252

Haisler Dustin & Amanda
11216 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696921

Jaganathan Shiva And Sudha
14300 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940256

Hooper Mikisha & Bryce R Davis
14217 Sage Blossom Dr
Manor, TX 78653-2343
Property ID: 940245

Kazmi Sajjad & Jamie Lynn
PettyJohn
13801 Calera Cv
Manor, TX 78653-3692
Property ID: 568248

Francis-Scott Angelene & Donald
Scott
13600 Branch Light Ln
Manor, TX 78653-3867
Property ID: 696943

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961993

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961992

Taylor Charles E & Jaimie Michelle
Murga
13809 Calera Cv
Manor, TX 78653-3692
Property ID: 568246

Warren Suzanne
13812 Shadowlawn Trce
Manor, TX 78653-3694
Property ID: 568245

Vasquez Jose Jr
13813 Shadowlawn Trace
Manor, TX 78653-3694
Property ID: 568256

Sierra Jesus & Veronica Luna
17204 Howdy Way
Manor, TX 78653-2729
Property ID: 961971

Insignares Eliana B & Shawn
Dileonardo
11601 Pillion Pl
Manor, TX 78653-3691
Property ID: 568270

Kattengell Mario
11612 Pillion Pl
Manor, TX 78653-3691
Property ID: 697016

Willis Sonny & April Ann
13728 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697022

Realtron Inc
13276 Research Blvd Ste 105
Austin, TX 78750-3225
Property ID: 697023

Ewing Phillip P & Irma
13721 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697024

Lawrence Kenneth Robert & Mary
Ellen Lawrence
225 Oxbow Cv
Georgetown, TX 78628-7088
Property ID: 961999

**Talley Angel E Perez & Ashley M
Perez Talley
17808 Claress Ln
Manor, TX 78653-2491
Property ID: 961961**

**Murphy Nicholas & Tess Rebecca
14800 Kira Ln
Manor, TX 78653
Property ID: 962320**

**Sanchez Glen & Sydnie J Saechow
17820 Claress Ln
Manor, TX 78653-2491
Property ID: 962076**

**Taylor Derek Maurice & Alejandra
Aldana Del
14712 Kira Ln
Manor, TX 78653-2692
Property ID: 962323**

**Sangam Purnachandra Rao &
Prashant
14809 Kira Ln
Manor, TX 78653-2691
Property ID: 962343**

**Guan Ping
14604 Kira Ln
Manor, TX 78653-2693
Property ID: 962331**

**Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962679**

**Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962612**

**Zezulka Theresa C Life Estate
13245 Gregg Manor Rd
Manor, TX 78653-3312
Property ID: 248003**

**Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 240885**

**290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240832**

**290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240831**

**Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 725399**

**Flake Michael Raymond & Linda
Marie
16816 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942292**

**Allen Daniel Carl & Miguel
16812 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942291**

**Gadberry Kelly Lee & Audrey Jean
Nicholson
16712 Christiana Garza Dr
Manor, TX 78653-2335
Property ID: 942286**

**Greater Texas Federal Credit U
Federal Credit Union
12544 Riata Vista Circle
Austin, TX 78727
Property ID: 773172**

**Cebol Leonard G & Marlene G
13108 Craven Ln
Manor, TX 78653-3389
Property ID: 760518**

**Forbes Christina & Tabitha A Croft
16608 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942280**

**Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377652**

**Chong Lyndsey Juliane Etal
16609 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942258**

**VelAZquez Roberto & Monica
Rodriguez
16424 Christina Garza Dr
Manor, TX Usa 78653-2162
Property ID: 910237**

**Stevenson Timothy & Harriet
16416 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910235**

**Elengold Mitchell E & Tresa L
16817 John Michael
Manor, TX 78653-3392
Property ID: 760499**

**Perez Carlos & Iris CamPOs
Rodriguez
17013 John Michael Dr
Manor, TX 78653-3393
Property ID: 760549**

**Ogsby Raymond Lee & Lou Ann
13412 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568619**

**Villarreal Miguel & Edith
11316 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568214**

**Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 940253**

**Thompson Peyton
11416 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568220**

**Copeland Joseph Jr & Paulette
Chatman-Copeland
11421 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568222**

Llew Keltner
PO Box 1688
Portland, OR 97207-1688
Property ID: 568221

Wall James E
11409 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568225

Howard David & Leah
PO Box 722
Manor, TX 78653-0722
Property ID: 568223

Love Nathan & Kristina Achuff
11308 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696915

Carter Richard E & RUTHie
11224 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696919

Snow Troy
11212 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696904

Henton Nettie S & Lonnie M
11208 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696905

Shadowglen Residential
11525 Shadowglen Trace
Manor, TX 78653-3878
Property ID: 568630

Winkler Howard
13444 Holy Crest Ter
Manor, TX 78653-3749
Property ID: 568627

Benavides Erin
14304 Mcarthur Dr
Manor, TX Usa 78653-2359
Property ID: 940233

Weaver Warren B
14305 Mcarthur Dr
Manor, TX 78653-2359
Property ID: 940227

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961974

Calderon Fecita Naomi
11501 Pillion Pl
Manor, TX 78653-3690
Property ID: 568261

Ortiz Noel
14217 Mcarthur Dr
Manor, TX Usa 78653-2358
Property ID: 940225

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961978

De La Rosa Gabriel & Patricia
11517 Pillion Pl
Manor, TX 78653-3690
Property ID: 568265

Riedl David A & Kristy L
11529 Pillion Pl
Manor, TX 78653-3690
Property ID: 568268

Vanbuskirk Jr John C & Sherri L
Vanbuskirk
13809 Shadowlawn Trce
Manor, TX 78653-3694
Property ID: 568257

Law Jonathan & Christine Law
17208 Howdy Way
Manor, TX 78653-2729
Property ID: 961970

Saini Sameer & Summer SIDdiqui
17704 Claress Ln
Manor, TX 78653-2727
Property ID: 961967

Jackson Travis & Tameika
13717 Shadowlawn Trce
Manor TX 78653-3693
Property ID: 697011

Sethuraman Priya
13708 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697013

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 962008

Berlin Tyler Andrew & Lauren Nicole
17720 Claress Ln
Manor, TX 78653-2727
Property ID: 961964

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 961996

Keller James li & Danielle M Newlin
13716 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697019

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 961998

Pettis Clarizet Rene & Jermaine
Marquest
14801 Kira Ln
Manor, TX 78653-2691
Property ID: 962342

Thompson Nicholas & Cherise
14713 Kira Ln
Manor, TX 78653-2692
Property ID: 962340

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

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

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SHADOWGLEN SUBDIVISION (this “Fourth Amendment”) is dated effective this ____ day of _____, 2023 and is entered into between THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (“City”); and COTTONWOOD HOLDINGS, LTD., a Texas limited partnership (“Cottonwood”).

RECITALS

A. The City, Cottonwood, 2010 SHADOWGLEN, LLC, a Texas limited liability company (“2010 ShadowGlen”), TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Travis County MUD No. 2”); WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 1, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 1”); and WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 2”) previously entered into that certain Development Agreement for the ShadowGlen Subdivision (the “Development Agreement”) dated effective January 10, 2011 (as between the City and the Developer) and a Memorandum of Agreement was recorded as Document No. 2012158027 in the Official Public Records of Travis County, Texas giving notice of the Development Agreement and its terms.

B. Pursuant to that certain Assignment and Assumption of Development Agreement dated December 21, 2012, 2010 ShadowGlen, assigned its interest in the Development Agreement to SG LAND HOLDINGS LLC, a Delaware limited liability company (“SGLH”) (the “SGLH Assignment”).

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

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

E. The Development Agreement was subsequently amended by that certain First Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective March 4, 2020 and recorded as Document No. 2020135290 in the Official Public Records of Travis County, Texas (the “First Amendment”), that certain Second Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective July 2, 2020 and recorded as Document No. 2020244905 in the Official Public Records of Travis County, Texas (the “Second Amendment”), and that certain Third Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective July 7, 2021 recorded as Document No. 2021267279 in the Official Public Records of Travis County, Texas (the “Third Amendment”).

F. Pursuant to that certain Partial Assignment and Assumption of Development Agreement dated August 14, 2020 which was recorded as Document No. 2020155115 in the Official Public Records of Travis County, Texas, SGLH assigned a portion of its interest in the Development Agreement to MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company (“Meritage”) (the “Meritage Assignment”). The Development Agreement, as assigned and modified by the SGLH Assignment, the ROW Addendum, the Phase 3 Addendum, the Meritage Assignment, the First Amendment, the Second Amendment, and the Third Amendment is referred to in this Fourth Amendment as the “Agreement”.

G. As provided for in the Third Amendment, if an amendment pertains to less than all of the Developer parties and does not modify the obligations in the Agreement as to the remaining Developer parties, then the Agreement may be modified or amended by joint action of only (a) the City, (b) the MUDs, and (c) the Developer parties subject to the modification or amendment at the time of such modification or amendment (as defined in the Third Amendment).

H. Cottonwood, as the sole owner of Parcel W-13A (the “NB 13A Parcel”) and Parcel W-13B Parcel (“Multifamily 13B Parcel”) (collectively, the “Cottonwood 13 Parcels”) hereby desires to modify and amend the Agreement solely with respect to the Cottonwood 13 Parcels, as more particularly set forth in this Fourth Amendment. The Cottonwood 13 Parcels are not included within Travis County MUD No.2, Wilbarger Creek MUD No.1, or Wilbarger Creek MUD No.2 (collectively, the “MUDs”).

J. The Cottonwood 13 Parcels are considered a portion of the PUD Property.

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this Fourth Amendment to the same extent as if set forth herein in full.
2. **Capitalized Terms.** All capitalized terms in this Fourth Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.
3. **Agreements as to the Cottonwood 13 Parcels.** To honor the intent of the Development Agreement, Cottonwood hereby agrees to include no less than 7,000 square feet of

space designated for Neighborhood Business on the ground floor of the building(s) constructed on the Cottonwood 13 Parcels (“NB Square Footage Requirement”). It is currently intended that the neighborhood business use will be located along Lexington within the NB 13A Parcel; provided, however until the building(s) are designed and constructed, it is unknown if any of the neighborhood business use will carry over to the Multifamily 13B Parcel. As a result, the Parties hereby agree as follows:

- (a) Cottonwood’s satisfaction of the NB Square Footage Requirement shall satisfy the intent of the Development Agreement that the NB-13A Parcel is used for Neighborhood Business regardless of the exact location of neighborhood business use within the Cottonwood 13 Parcels.
- (b) All development within the Multifamily 13B Parcel shall comply with the “MF-2” requirements established in the City of Manor Code of Ordinances, including but not limited to, the right to have density of up to 25 units an acre.
- (c) The Cottonwood 13 Parcels shall be deemed one parcel for purposes of calculating density of the multifamily use within the Cottonwood 13 Parcels. For example, if 150 units would be allowed within the NB 13A Parcel and 100 multifamily units would be allowed within the Multifamily 13B Parcel, Cottonwood shall be allowed 250 units within the Cottonwood 13 Parcels, so long as the NB Square Footage Requirement has been satisfied.

4. **Ratification of Agreement/Conflict.** All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Fourth Amendment. To the extent there is any inconsistency between the Agreement and this Fourth Amendment, the provisions of this Fourth Amendment shall control.

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

DRAFT

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

CITY:

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

By: _____
Dr. Christopher Harvey, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

Approved as to form:

By: _____
Veronica Rivera, Assistant City Attorney

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dr. Christopher Harvey, Mayor of THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

[S E A L]

Notary Public, State of Texas

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

COTTONWOOD:

COTTONWOOD HOLDINGS LTD., a Texas
limited partnership

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

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

§

COUNTY OF TRAVIS §

8

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ of Cottonwood General Partner, L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[S E A L]

Notary Public, State of Texas





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- November 15, City Council Regular Meeting;
- November 20th and 29th, 2023, City Council Called Special Sessions

BACKGROUND/SUMMARY:

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

- November 15, 2023, City Council Regular Minutes
- November 20th and 29th, 2023, City Council Special Session Minutes

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the City Council Minutes of the minutes as presented.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
NOVEMBER 15, 2023**

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

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Denver Collins, Assistant Chief of Police
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Director
Sarah Friberg, Court Administrator
Frank T. Phelan, P.E., City Engineer
Paige Saenz, City Attorney
Chasem Creed, IT Technician

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:04 p.m. on Wednesday, November 15, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Harvey gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PROCLAMATIONS

A. Declaring November 9, 2023, as “Senior Access 30th Anniversary Day”

Mayor Harvey read the proclamation proclaiming Senior Access 30th Anniversary Day.

EVENTS/ANNOUNCEMENTS

A. Texas Arbor Day Event, November 18, 2023, at Timmermann Park

Matthew Woodard, Public Works Director invited everyone to attend the Texas Arbor Day Event being held at Timmermann Park from 9:00 am – 10:00 am.

B. Holidays in the Park, December 2, 2023, at Timmermann Park

Tracey Vasquez, Human Services Director invited everyone to attend the Holidays in the Park Event being held at Timmermann Park from noon – 5:00 pm.

PUBLIC COMMENTS

No one appeared at this time.

REPORTS

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

A. Tower Road Apartments Presentation

Gregory Miller with Bickerstaff Heath Delgado Acosta LLP gave a brief update on the proposed development and next steps.

David D’Amelio with Dominion discussed the attached PowerPoint presentation and explained the Texas Bond Lottery and Finance application processes.

A discussion was held regarding parking concerns for the development.

A discussion was held regarding income qualifications.

A discussion was held regarding community engagement.

At the request of Mayor Harvey, Item No. 5 was pulled from the Consent Agenda and considered separately.

CONSENT AGENDA

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the November 1, 2023, City Council Regular Meeting.**
- 2. Consideration, discussion, and possible action on accepting the October 2023 Departmental Reports.**
 - Finance – Scott Moore, City Manager
 - Police – Ryan Phipps, Chief of Police
 - Travis County ESD No. 12 – Ryan Smith, Fire Chief
 - Economic Development – Scott Jones, Economic Development Director
 - Development Services – Scott Dunlop, Development Services Director
 - Municipal Court – Sarah Friberg, Court Clerk
 - Public Works – Matt Woodard, Director of Public Works
 - Manor Cemetery – Nora Sanchez, MC Manager
 - Human Resources – Tracey Vasquez, HR Manager
 - IT – Phil Green, IT Director
 - Administration – Lluvia T. Almaraz, City Secretary
- 3. Consideration, discussion, and possible action on the Purchase Agreement with Mae M. Vrazel for a wastewater easement with a temporary construction easement.**
- 4. Consideration, discussion, and possible action on a Supplement to the Agreement for Street Lighting Service by and between Oncor Electric Delivery Company and the City of Manor for street light service within the Monarch Ranch Subdivision.**

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

A discussion was held regarding clarification on the juvenile detention reporting.

Councilman Moreno thanked the Manor Police Department for their response to a shooting incident in his neighborhood.

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

5. Consideration, discussion, and possible action to place liens on properties that were abated for violations of Manor Code of Ordinance Article 6.03 for tall grass, litter, and junk on properties.

The city staff recommended that the City Council acknowledge and place liens on properties that were abated for violations of Manor Code of Ordinance Article 6.03 for tall grass, litter, and junk on properties with revisions to the city name on each lien document; and authorize the City Manager to execute the liens.

A discussion was held regarding the total times property owners were notified of violations.

A discussion was held regarding the lien costs of each property.

A discussion was held regarding the possibility of establishing partnerships with businesses for property owners who do not have the means or resources to maintain their properties.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to acknowledge and place liens on properties that were abated for violations of Manor Code of Ordinance Article 6.03 for tall grass, litter, and junk on properties with revisions to the city name on each lien document; and authorize the City Manager to execute the liens.

There was no further discussion.

Motion to approve carried 6-1 (Council Member Deja Hill voted against)

At the request of Mayor Harvey, Item No. 9 and Item No. 10 were conducted next.

9. Consideration, discussion, and possible action on an appointment to the Planning and Zoning Commission, Alternate No. 1 position expiring in January 2025.

Mayor Harvey stated that two applicants had already been interviewed at a prior meeting and recommended moving forward with the appointments to alternate positions.

Council Member Amezcua abstained from discussing this item as she is related to one of the applicants. The appropriate Conflict of Interest Affidavit was filled out and filed with the City Secretary.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to appoint Gabriel Nila to the Planning and Zoning Commission, the Alternate No. 1 position expiring in January 2025.

There was no further discussion.

Motion to approve carried 6-0 (Council Member Amezcua Abstained)

10. Consideration, discussion, and possible action on appointment to the Planning and Zoning Commission, Alternate No. 2 position expiring in January 2026.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to appoint Gabrielle Orion to the Planning and Zoning Commission, the Alternate No. 2 position expiring in January 2026.

Ms. Orion thanked the City Council for the opportunity to serve.

There was no further discussion.

Motion to approve carried 7-0

6. Consideration, discussion, and possible action on a construction contract for the Cottonwood Creek West Tributary Wastewater Main Extension Project.

The city staff recommended that the City Council approve and award the construction for the Cottonwood Creek West Tributary Wastewater Main Extension project to Santa Clara Construction, LLC. in the amount of \$2,533,379.00 for the base bid.

City Attorney Phelan discussed the proposed construction contract and the bid process.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve and award the construction for the Cottonwood Creek West Tributary Wastewater Main Extension project to Santa Clara Construction, LLC. in the amount of \$2,533,379.00 for the base bid.

A discussion was held regarding the funding from the developer and the city's participation. Mr. Phelan stated that the funding source would be out of the impact fees.

There was no further discussion.

Motion to approve carried 7-0

7. Consideration, discussion, and possible action on a Resolution authorizing the City Manager to enter into a Multiple-Use Agreement with the Texas Department of Transportation Allowing the Installation and Operation of Automated License Plate Recognition Cameras in Texas Department of Transportation Right-Of-Way.

The city staff recommended that the City Council approve Resolution No. 2023-36 authorizing the City Manager to enter into a Multiple-Use agreement with the Texas Department of Transportation (TxDOT) allowing the Installation and Operation of Automated License Plate Recognition Cameras in the Texas Department of Transportation Right-Of-Way.

Chief of Police Phipps discussed the proposed resolution authorizing the City Manager to enter into an agreement with TxDOT.

Resolution No 2023-36: A Resolution of the City Council of the City of Manor, Texas, Authorizing the City Manager to Enter Into a Multiple-Use Agreement With the Texas Department of Transportation Allowing the Installation and Operation of Automated License Plate Recognition Cameras in Texas Department of Transportation Right-Of-Way; and Providing an Effective Date.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve Resolution No. 2023-36 authorizing the City Manager to enter into a Multiple-Use agreement with the Texas Department of Transportation (TxDOT) allowing the Installation and Operation of Automated License Plate Recognition Cameras in the Texas Department of Transportation Right-Of-Way.

There was no further discussion.

Motion to approve carried 7-0

8. Consideration, discussion, and possible action on a Resolution approving and adopting the Travis County's Hazard Mitigation Action Plan (HMAP) Update.

The city staff recommended that the City Council approve Resolution No. 2023-37 adopting the Travis County's Hazard Mitigation Action Plan (HMAP) Update.

Lt. Allen discussed the proposed resolution regarding the adoption of HMAP.

Resolution No 2023-37: A Resolution of the City Council of The City of Manor, Texas, Approving the Hazard Mitigation Action Plan Update.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2023-37 adopting the Travis County's Hazard Mitigation Action Plan (HMAP) Update.

A discussion was held regarding the requirements to keep the HMAP on file for FEMA funding qualifications.

A discussion was held regarding the annual review process.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:03 p.m. on Wednesday, November 15, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property at 8:03 p.m. on Wednesday, November 15, 2023.*

The Executive Session was adjourned at 9:00 p.m. on Wednesday, November 15, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:00 p.m. on Wednesday, November 15, 2023.

There was no further discussion, and no action was taken.

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 9:01 p.m. on Wednesday, November 15, 2023.

These minutes were approved by the Manor City Council on the 6th day of December 2023.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



DOMINIUM

Tower Road Apartments Update Meeting

What we do hits H O M E.

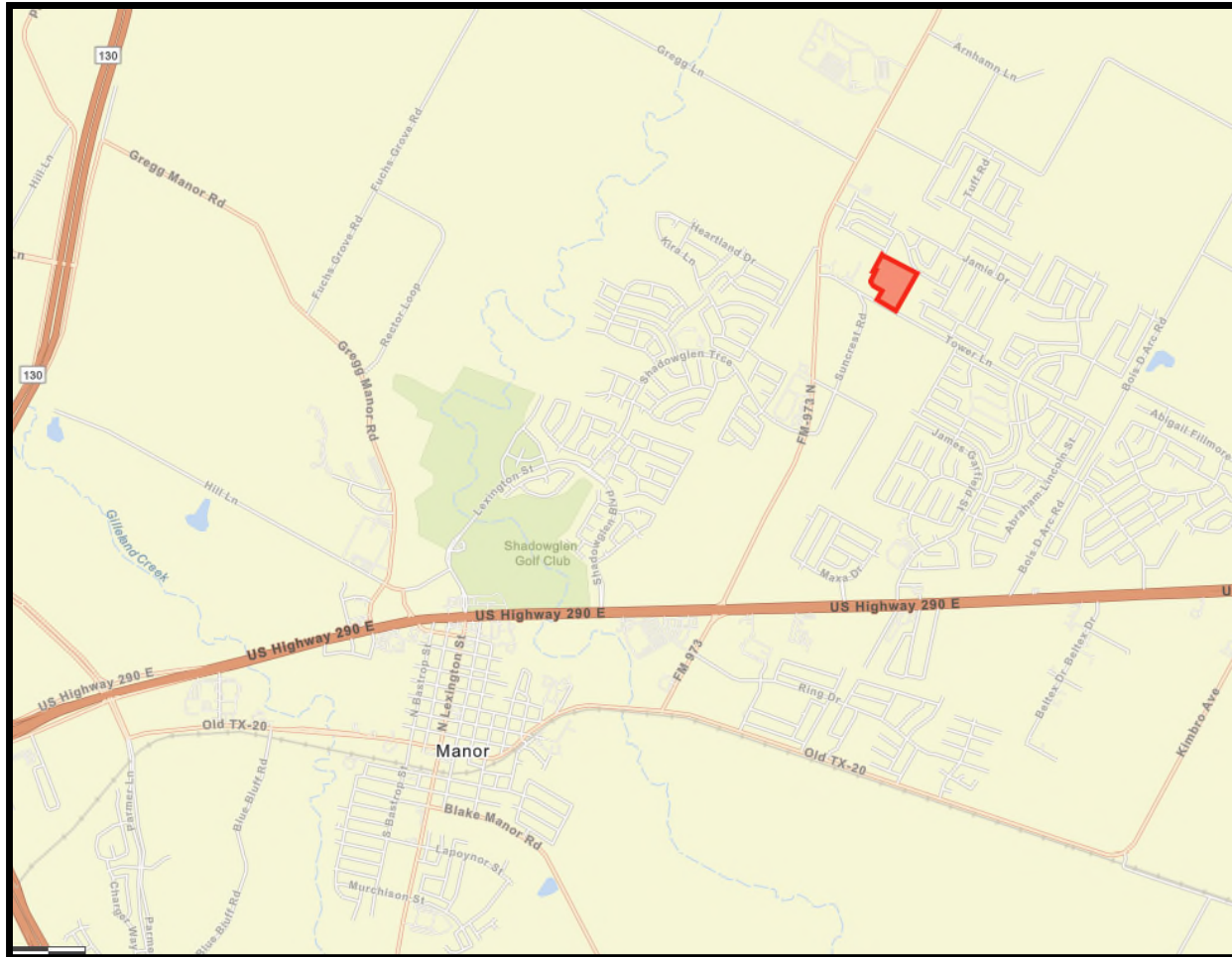


DOMINIUM

Project
Overview



Project Location



Unit Types & Restrictions

- Total of 324 units: 72 Two Bedroom, 186 Three Bedroom, 66 Four Bedroom
- 100% of the units will be income restricted to 60% Area Median Income through a 30-year period.
- Rents: \$1,512 – \$1,744 – \$1,940
- Income Limits Per Bedroom Type
 - 2 Person Income Limit – \$56,100
 - 3 Person Limit – \$63,120
 - 4 Person Limit – \$70,080





DOMINIUM

Site Design Update



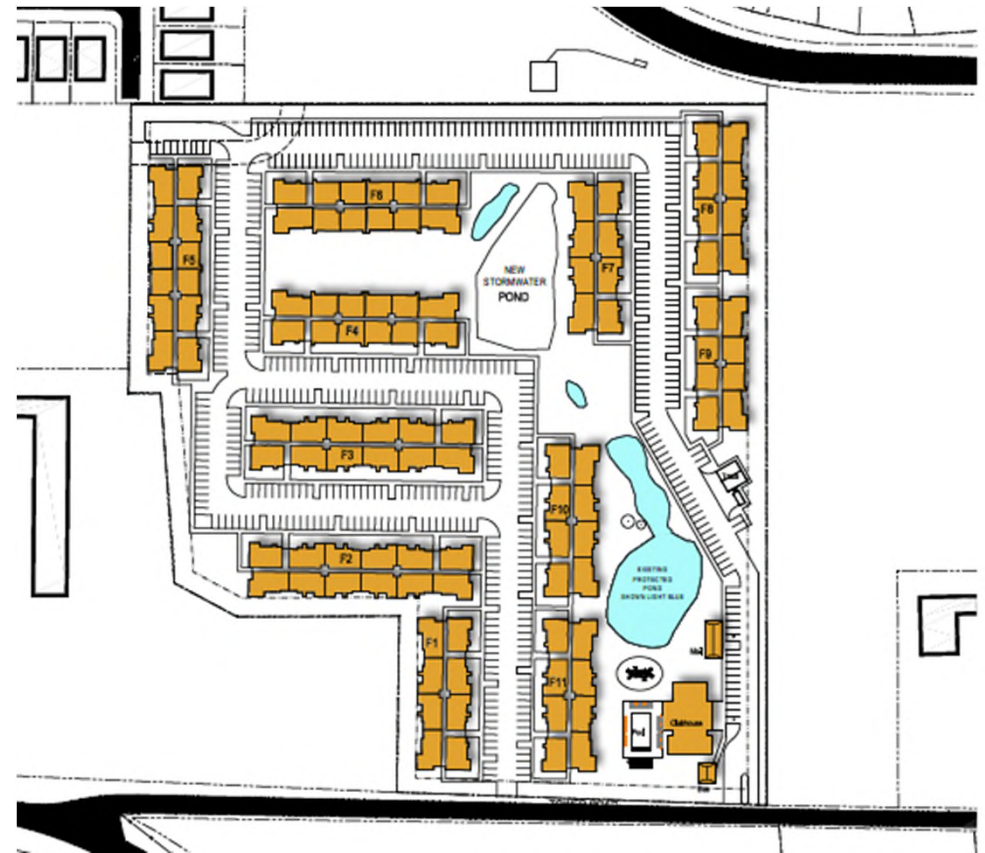
Pond & Creek Findings



- Originally anticipated a 288-unit family development without interfering with the pond or creek.
- Environmental consultant Delineation Report concluded that only the blue and turquoise areas were classified as a wetland or a pond.
- We can now provide 324 units, which provides additional affordable homes and cost savings to the partnership.

Preliminary Site Plan & Updates

- Site Plan Updates
 - Ordering a traffic study to analyze traffic impact.
 - Working to extend the sewer line to the site.
 - Houses are roughly 100-200 feet away from the closest buildings.
 - Aiming to have most units facing away from the industrial facilities.
 - Fencing, landscaping, and screening requirements will be followed.





DOMINIUM

Resolution of No Objection



Texas Bond Lottery

- Bond Lottery took place on November 8th
- Our development was submitted and categorized as priority 2 subceiling 5.
- We had a chance of being funded in January, but we were given a low number.
- Our now anticipated funding date is August 2024.
- Once we receive the Bond Reservation Letter, we need to submit our Housing Tax Credit Application within 3 days.



Purchase & Sale Agreement

- The Purchase & Sale Agreement was signed on 9/20/2023
- \$200k of earnest money was deposited to the seller on 9/23/2023.
- Another \$150k of earnest money will be due to the seller on 2/28/2024.
- Given the \$15k monthly cost incurred from the design stages, third-party reports, and earnest money deposits, we aim to receive the Resolution of No Objection and Zoning approval to mediate the project's financial risk.



Resolution of No Objection

- What is a RONO?
 - A Resolution of No Objection is a letter from the governing body stating they do not object to the applicant filing a housing tax credit application with TDHCA.
- Why is it needed?
 - Necessary to receive an award of Tax Credits.
- Why do we need it now?
 - We may receive the Bond Reservation Letter in January. When the letter is received, we have 3 days to submit our RONO.
 - The RONO is a key indicator of progress when pursuing developments and helps mitigate risk because we have earnest money outstanding, additional earnest money due in February, and other monthly pursuit costs.





DOMINIUM

Next Steps



Next Steps Forward

- Submit the Zoning Application on 11/17/2023
- Aim to receive the Resolution of No Objection on 11/29/2023
- Start engaging in Community Outreach to educate members on our development efforts
- Submit the Housing Tax Credit Application within three days of receiving the Bond Reservation Letter



Thank You



David D'Amelio 🧑

(214) 960-1309 ☎

David.Amelio@dominiuminc.com ✉

Neal Route 🧑

(214) 960-1162 ☎

nroute@dominiuminc.com ✉

DominiumApartments.com 🌐

Nicholas Koutani 🧑

(214) 233-3104 ☎

Nicholas.Koutani@dominiuminc.com ✉



**CITY COUNCIL CALLED SPECIAL MEETING
MINUTES
NOVEMBER 20, 2023**

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)
Deja Hill, Place 6

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Jones, Economic Development Director
Ryan Phipps, Chief of Police

SPECIAL SESSION – 6:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 6:03 p.m. on Monday, November 20, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Harvey gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

REGULAR AGENDA

1. Consideration, discussion, and possible action of items relating to the November 7, 2023, City of Manor Special Bond Election.

- Canvass of the Election Returns for the City of Manor Special Election – Propositions A-C.

The City Council canvassed the attached results of the City of Manor Special Election held on November 7, 2023.

Mayor Harvey read the following results:

SPECIAL ELECTION Propositions A-C

NOVEMBER 7, 2023

(Results for 7 Precincts 126, 127, 142, 143, 144, 145 and 490)

TOTAL REGISTERED VOTERS – 8,519

TOTAL BALLOTS CAST – 826

TOTAL VOTER TURNOUT – 9.70%

CITY OF MANOR PROPOSITION A

THE ISSUANCE OF \$15,000,000 OF CITY OF MANOR, TEXAS GENERAL OBLIGATION BONDS FOR ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY, AND THE LEVY OF A TAX IN PAYMENT THEREOF.

VOTES CAST:

	<u>Early Voting</u>	<u>By Mail</u>	<u>Election Day</u>	<u>Vote %</u>	<u>Total</u>
For	241	4	319	69.29%	564
Against	107	2	141	30.71%	250

CITY OF MANOR PROPOSITION B

THE ISSUANCE OF \$61,695,000 OF CITY OF MANOR, TEXAS GENERAL OBLIGATION BONDS FOR PARKS, TRAILS, AND RECREATIONAL FACILITIES INCLUDING A NEW RECREATION CENTER, AND THE LEVY OF A TAX IN PAYMENT THEREOF.

VOTES CAST:

	<u>Early Voting</u>	<u>By Mail</u>	<u>Election Day</u>	<u>Vote %</u>	<u>Total</u>
For	245	5	323	70.05%	573
Against	103	2	140	29.95%	245

CITY OF MANOR PROPOSITION C

THE ISSUANCE OF \$90,105,000 OF CITY OF MANOR, TEXAS GENERAL OBLIGATION BONDS FOR A CITY HALL/PUBLIC LIBRARY FACILITY, AND THE LEVY OF A TAX IN PAYMENT THEREOF.

VOTES CAST:

	<u>Early Voting</u>	<u>By Mail</u>	<u>Election Day</u>	<u>Vote %</u>	<u>Total</u>
For	218	5	275	60.81%	498
Against	131	2	188	39.19%	321

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to accept the canvass for the City of Manor Special Election held on November 7, 2023.

There was no further discussion.

Motion to approve carried 6-0

2. Consideration, discussion, and possible action on an ordinance canvassing the returns and declaring the results of the November 7, 2023, City of Manor Special Bond Election.

The city staff recommended that the City Council approve Ordinance No. 726 Canvassing the Election Returns and Declaring the Results of the Special Election of the City of Manor Held on Tuesday, November 7, 2023, on Proposition A, Proposition B, and Proposition C.

Ordinance No. 726: An Ordinance of The City Council of the City of Manor, Texas Canvassing the Election Returns and Declaring the Results of the Special Bond Election of the City of Manor Held on November 7, 2023, on Propositions A, B, And C, and Other Matters in Connection Therewith.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Amezcua, to approve Ordinance No. 726 Canvassing the Election Returns and Declaring the Results of the Special Election of the City of Manor Held on Tuesday, November 7, 2023, on Proposition A, Proposition B, and Proposition C.

There was no further discussion.

Motion to approve carried 6-0

Mayor Harvey congratulated the residents of the City of Manor and thanked the city staff for the planning and communication that transpired through the process.

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 6:10 p.m. on Monday, November 20, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.074, Texas Government Code, to discuss goals and duties of the City Manager* at 6:10 p.m. on Monday, November 20, 2023.

The Executive Session was adjourned at 7:00 p.m. on Monday, November 20, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 7:00 p.m. on Monday, November 20, 2023.

There was no further discussion, and no action was taken.

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 7:00 p.m. on Monday, November 20, 2023.

These minutes were approved by the Manor City Council on the 6th day of December 2023.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
126 126 A	1,357	132	9.73%
127 127 B	2,268	236	10.41%
142 142 B	127	7	5.51%
143 143 B	2,149	180	8.38%
144 144 A	2,445	245	10.02%
145 145 C	169	26	15.38%
490 490 B	4	0	0%
Totals	8,519	826	

	City of Manor Proposition A					City of Manor Proposition B				
	VOTE FOR 1					VOTE FOR 1				
	For	Against	Total Votes Cast	Overvotes	Undervotes	For	Against	Total Votes Cast	Overvotes	Undervotes
126 126 A	97	34	131	0	1	93	38	131	0	1
127 127 B	150	84	234	0	2	149	87	236	0	0
142 142 B	5	2	7	0	0	5	2	7	0	0
143 143 B	130	49	179	0	1	133	47	180	0	0
144 144 A	169	70	239	0	6	176	62	238	0	7
145 145 C	13	11	24	0	2	17	9	26	0	0
490 490 B	0	0	0	0	0	0	0	0	0	0
Totals	564	250	814	0	12	573	245	818	0	8

	City of Manor Proposition C				
	VOTE FOR 1				
	For	Against	Total Votes Cast	Overvotes	Undervotes
126 126 A	84	46	130	0	2
127 127 B	128	108	236	0	0
142 142 B	5	2	7	0	0
143 143 B	109	70	179	0	1
144 144 A	155	87	242	0	3
145 145 C	17	8	25	0	1
490 490 B	0	0	0	0	0
Totals	498	321	819	0	7

City of Manor Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	564	69.29%	4	241	319
Against	250	30.71%	2	107	141
Total Votes Cast	814	100.00%	6	348	460

City of Manor Proposition B

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	573	70.05%	5	245	323
Against	245	29.95%	2	103	140
Total Votes Cast	818	100.00%	7	348	463

City of Manor Proposition C

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	498	60.81%	5	218	275
Against	321	39.19%	2	131	188
Total Votes Cast	819	100.00%	7	349	463

126

STATISTICS				
	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	4,818			
Ballots Cast - Total	518	4	224	290

City of Manor Proposition A
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	97	73.48%	2	38	57
Against	34	25.76%	1	14	19
Total Votes Cast	131	99.24%	3	52	76
Overvotes	0	0.00%	0	0	0
Undervotes	1	0.76%	0	0	1

City of Manor Proposition B
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	93	70.45%	2	35	56
Against	38	28.79%	1	17	20
Total Votes Cast	131	99.24%	3	52	76
Overvotes	0	0.00%	0	0	0
Undervotes	1	0.76%	0	0	1

City of Manor Proposition C
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	84	63.64%	2	36	46
Against	46	34.85%	1	16	29
Total Votes Cast	130	98.48%	3	52	75
Overvotes	0	0.00%	0	0	0
Undervotes	2	1.52%	0	0	2

127

STATISTICS				
	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	4,176			
Ballots Cast - Total	377	3	164	210

City of Manor Proposition A
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	150	63.56%	1	75	74
Against	84	35.59%	0	37	47
Total Votes Cast	234	99.15%	1	112	121
Overvotes	0	0.00%	0	0	0
Undervotes	2	0.85%	0	1	1

City of Manor Proposition B
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	149	63.14%	1	72	76
Against	87	36.86%	0	41	46
Total Votes Cast	236	100.00%	1	113	122
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

City of Manor Proposition C
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	128	54.24%	1	60	67
Against	108	45.76%	0	53	55
Total Votes Cast	236	100.00%	1	113	122
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

142

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,796			
Ballots Cast - Total	512	6	189	317

City of Manor Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	5	71.43%	0	2	3
Against	2	28.57%	0	1	1
Total Votes Cast	7	100.00%	0	3	4
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

City of Manor Proposition B

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	5	71.43%	0	2	3
Against	2	28.57%	0	1	1
Total Votes Cast	7	100.00%	0	3	4
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

City of Manor Proposition C

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	5	71.43%	0	2	3
Against	2	28.57%	0	1	1
Total Votes Cast	7	100.00%	0	3	4
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

143

STATISTICS				
	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	4,424			
Ballots Cast - Total	351	2	163	186

City of Manor Proposition A
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	130	72.22%	1	54	75
Against	49	27.22%	0	22	27
Total Votes Cast	179	99.44%	1	76	102
Overvotes	0	0.00%	0	0	0
Undervotes	1	0.56%	1	0	0

City of Manor Proposition B
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	133	73.89%	2	59	72
Against	47	26.11%	0	17	30
Total Votes Cast	180	100.00%	2	76	102
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

City of Manor Proposition C
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	109	60.56%	2	46	61
Against	70	38.89%	0	29	41
Total Votes Cast	179	99.44%	2	75	102
Overvotes	0	0.00%	0	0	0
Undervotes	1	0.56%	0	1	0

144

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,542			
Ballots Cast - Total	252	1	96	155

City of Manor Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	169	68.98%	0	64	105
Against	70	28.57%	1	26	43
Total Votes Cast	239	97.55%	1	90	148
Overvotes	0	0.00%	0	0	0
Undervotes	6	2.45%	0	2	4

City of Manor Proposition B

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	176	71.84%	0	67	109
Against	62	25.31%	1	21	40
Total Votes Cast	238	97.14%	1	88	149
Overvotes	0	0.00%	0	0	0
Undervotes	7	2.86%	0	4	3

City of Manor Proposition C

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	155	63.27%	0	63	92
Against	87	35.51%	1	27	59
Total Votes Cast	242	98.78%	1	90	151
Overvotes	0	0.00%	0	0	0
Undervotes	3	1.22%	0	2	1

145

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,283			
Ballots Cast - Total	243	5	94	144

City of Manor Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	13	50.00%	0	8	5
Against	11	42.31%	0	7	4
Total Votes Cast	24	92.31%	0	15	9
Overvotes	0	0.00%	0	0	0
Undervotes	2	7.69%	0	1	1

City of Manor Proposition B

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	17	65.38%	0	10	7
Against	9	34.62%	0	6	3
Total Votes Cast	26	100.00%	0	16	10
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

City of Manor Proposition C

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	17	65.38%	0	11	6
Against	8	30.77%	0	5	3
Total Votes Cast	25	96.15%	0	16	9
Overvotes	0	0.00%	0	0	0
Undervotes	1	3.85%	0	0	1

490

STATISTICS				
	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,448			
Ballots Cast - Total	306	8	136	162

City of Manor Proposition A
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	0		0	0	0
Against	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0

City of Manor Proposition B
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	0		0	0	0
Against	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0

City of Manor Proposition C
Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	0		0	0	0
Against	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0



**CITY COUNCIL CALLED SPECIAL MEETING
MINUTES
NOVEMBER 29, 2023**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Jones, Economic Development Director
Ryan Phipps, Chief of Police
Scott Dunlop, Development Services Director
Veronica Rivera, Assistant City Attorney
Frank Phelan, P.E., City Engineer
Christina M. Lane, Finance Consultant
Gregory Miller, Bond Counsel

SPECIAL SESSION – 6:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 6:03 p.m. on Wednesday, November 29, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Harvey gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the Issuance of Combination Tax and Revenue Certificates. He also expressed his opposition to affordable housing development within the city and his frustration with city staff and city council.

No one else appeared to speak at this time.

PUBLIC HEARING

1. Conduct a public hearing on the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

The city staff recommended that the City Council conduct the Public Hearing.

Mayor Harvey opened the Public Hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his opposition to affordable housing development within the city.

Mayor Harvey spoke about the city's goals regarding affordable housing opportunities and expressed his views on affordable housing within the city.

Bond Counsel Gregory Miller discussed the application process with the developer, the steps that must be taken before development, and the Texas Department of Housing and Community Affairs requirements for Housing Tax Credits.

David D'Amelio, with Dominion, briefly updated the City Council on what had transpired within a few weeks. He stated that Dominion had reached out to the community for additional input and discussed the next steps for the procedure and timeline of the project.

A discussion was held regarding a special meeting to be conducted to provide additional information regarding the development.

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

There was no further discussion.

Motion to close carried 7-0

CONSENT AGENDA

2. Consideration, discussion, and possible action on seven Water, Wastewater, Access, and Drainage Easements for the Manor Crossing Development.

- A 1.031-acre drainage easement
- A 0.7180-acre drainage, water, and wastewater easement
- A 4.832-acre water, wastewater, drainage, and access easement
- A 1.947-acre drainage easement
- A 0.4663-acre drainage easement
- A 0.2316-acre drainage easement
- A 0.0294-acre water line easement

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve and accept the consent agenda.

Discussion was held regarding the clarification of the donation of the easements.

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

3. Consideration, discussion, and possible action on a Resolution of No Objection to the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

The city staff recommended that the City Council approve Resolution No. 2023-38 of No Objection to the application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credit.

Bond Counsel Gregory Miller discussed the proposed Resolution requirement for the Texas Department of Housing and Community Affairs for Housing Tax Credit.

Resolution No. 2023-38: A Resolution of The City Council of The City of Manor, Texas of No Objection to the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve Resolution No. 2023-38 of No Objection to the application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credit.

There was no further discussion.

Motion to approve carried 7-0

4. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023; Authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the Issuance of Said Certificates.

The city staff recommended that the City Council approve Ordinance No. 727 Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023.

Finance Consultant Christina Lane discussed the proposed ordinance, the bid process, and the interest received on certificates.

Mayor Harvey thanked Ms. Lane for her assistance and hard work.

Council Member Amezcua thanked Ms. Lane for listening to the Council's needs and working with everyone.

Ordinance No. 727: An Ordinance Authorizing the Issuance Of \$36,245,000 "City Of Manor, Texas Combination Tax And Revenue Certificates Of Obligation, Series 2023"; Authorizing The Sale Thereof; And Enacting Provisions Incident And Related To The Issuance Of Said Certificates.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to approve Ordinance No. 727 Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023.

There was no further discussion.

Motion to approve carried 7-0

5. Consideration, discussion, and possible action on Resolution Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

The city staff recommended that the City Council approve Resolution No. 2023-39 Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

Bond Counsel Gregory Miller discussed the proposed Resolution requirement.

City Manager Moore expressed his appreciation to Bond Counsel and discussed future processes that need to be taken to move the city forward with future developments.

Resolution No. 2023-39: A Resolution of The City Council of The City of Manor, Texas Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve Resolution No. 2023-39 Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 6:33 p.m. on Wednesday, November 29, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Downs project* at 6:33 p.m. on Wednesday, November 29, 2023.

The Executive Session was adjourned at 6:58 p.m. on Wednesday, November 29, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 6:58 p.m. on Wednesday, November 29, 2023.

There was no further discussion, and no action was taken.

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 6:58 p.m. on Wednesday, November 29, 2023.

These minutes were approved by the Manor City Council on the 6th day of December 2023.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Purchase Agreement with Zalam LLC for a wastewater easement with a temporary construction easement for Parcel No. 3

BACKGROUND/SUMMARY:

Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Manor Commercial Park Wastewater Line Expansion Project. The city received \$3.3 million from the COVID State and Local Fiscal Recovery Fund allocation. This project is scheduled to be completed in the Fall of 2024. The Zalam LLC parcel tract that the city is seeking a 20' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line to be installed. This 52-acre tract has received a lot of interest from developers looking to build a light industrial/manufacturing space to support the high-tech development in our region. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easements for tract 3 at \$174,330.

LEGAL REVIEW: Yes - Kent A. Sick, Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Agreement Parcel No. 3

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Purchase Agreement with Zalam LLC for a wastewater easement with a temporary construction easement in an amount not to exceed \$174,330.

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

CITY OF MANOR PURCHASE AGREEMENT
Manor Commercial Park Wastewater Project; Parcel 3

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Zalaram, LLC, a Delaware limited liability company** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 1.504 acres, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Temporary Construction Easement Parcel: All that certain tract, piece or parcel of land consisting of 1.855 acres, more or less, being situated in Travis County, Texas, and as more particularly described and depicted as 25' T.C.E. in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. ONE HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED THIRTY AND NO/100'S DOLLARS (**\$174,330.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract

that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Wastewater Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:**ZALARAM, LLC**

A Delaware limited liability company

By:  M.V.
Dr. Natwarlal Ramani10/30/23
DateTitle: owner/offices**BUYER:****CITY OF MANOR, TEXAS**

A Texas home-rule municipality

By: _____
Dr. Christopher Harvey, Mayor
City of Manor, Texas_____
Date

Parcel No. 3

Project: Manor Commercial Park Project

TCAD Tax ID: 236912

FIELD NOTES FOR A 1.504 ACRE WASTEWATER EASEMENT:

A **1.504 acre** Wastewater Easement, located in the A. C. Caldwell Survey, Abstract No. 154, in Travis County, Texas, being a portion of the remainder of a called 147.37 acre tract of land described as Tract One, in Document No. 2015078185, of the Official Public Records of Travis County, Texas. Said **1.504 acre** Wastewater Easement being more particularly described by metes and bounds as follows:

BEGINNING at a found 1" iron rod in the north line of Manor Villa Estates, a plat of record in Volume 83, Page 155C, of the Plat Records of Travis County, Texas, and the south line of said remainder, for the southeast corner of Manor Commercial Park, a plat of record in Volume 87, Page 167B-168A, of said Plat Records, from which a found 1/2" iron rod for the most southerly northwest corner of Lot 1, of said Manor Villa Estates, and the most southerly southwest corner of Lot 5, Block 1, of said Manor Commercial Park, bears N 62° 41' 56" W, with the common line between said Manor Villa Estates and said Manor Commercial Park, a distance of 813.37 feet;

THENCE: N 27° 54' 21" E, with the east line of said Manor Commercial Park and the west line of said remainder, a distance of **20.00 feet**, to a point for corner;

THENCE: Over and across said remainder, the following two (2) courses and distances:

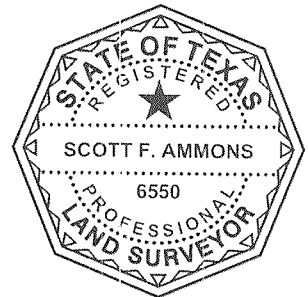
1. S 62° 41' 56" E, parallel with the north line of said Manor Villa Estates and the south line of said remainder, a distance of **954.09 feet**, to a point for corner, and
2. N 27° 16' 24" E, parallel with the west line of Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of said Plat Records, a distance of **2,302.20 feet**, to a point in the south line of a called 3.550 acre tract of land, as described in Document No. 2021214229, of said Official Public Records and a north line of said remainder, for corner;

THENCE: S 62° 47' 50" E, with said south line and said north line, a distance of **20.00 feet**, to a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" in the west line of said Kimbro Road Estates and the east line of said remainder, for the southeast corner of said 3.550 acre tract;

THENCE: S 27° 16' 24" W, with said west line and said east line, a distance of **2,322.24 feet**, to a found 1/2" iron pipe, in the north line of said Manor Villa Estates, for the southwest corner of said Kimbro Road Estates and the southeast corner of said remainder;

THENCE: N 62° 41' 56" W, with said north line and the south line of said remainder, a distance of **974.31 feet**, to the **POINT OF BEGINNING** and containing **1.504 acres** of land, situated in Travis County, Texas.

Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.



Handwritten signature: SFA

GBA
architects
engineers
George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER

15072

DATE

09/12/2023

Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER

1 of 6

FIELD NOTES FOR A 1.855 ACRE TEMPORARY CONSTRUCTION EASEMENT:

A **1.855 acre** Temporary Construction Easement, located in the A. C. Caldwell Survey, Abstract No. 154, in Travis County, Texas, being a portion of the remainder of a called 147.37 acre tract of land described as Tract One, in Document No. 2015078185, of the Official Public Records of Travis County, Texas. Said **1.855 acre** Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of Manor Commercial Park, a plat of record in Volume 87, Page 167B-168A, of the Plat Records of Travis County, Texas, and the west line of said remainder, from which a found 1" iron rod in the north line of Manor Villa Estates, a plat of record in Volume 83, Page 155C, of said Plat Records, and the south line of said remainder, for the southeast corner of said Manor Commercial Park, bears S 27° 54' 21" W, a distance of 20.00 feet;

THENCE: N 27° 54' 21" E, with the east line of said Manor Commercial Park and the west line of said remainder, a distance of **20.00 feet**, to a point for corner;

THENCE: Over and across said remainder, the following two (2) courses and distances:

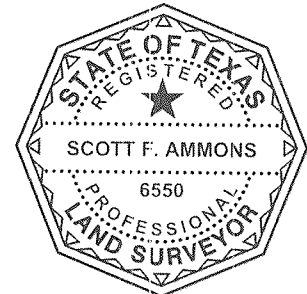
1. S 62° 41' 56" E, parallel with the north line of said Manor Villa Estates and the south line of said remainder, a distance of **928.82 feet**, to a point for corner, and
2. N 27° 16' 24" E, parallel with the west line of Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of said Plat Records, a distance of **2,277.16 feet**, to a point in the south line of a called 3.550 acre tract of land, as described in Document No. 2021214229, of said Official Public Records and a north line of said remainder, for corner;

THENCE: S 62° 47' 50" E, with said south line and said north line, a distance of **25.00 feet**, to a point for corner, from which a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" in the west line of said Kimbro Road Estates and the east line of said remainder, for the southeast corner of said 3.550 acre tract, bears S 62° 47' 50" E, a distance of 20.00 feet;

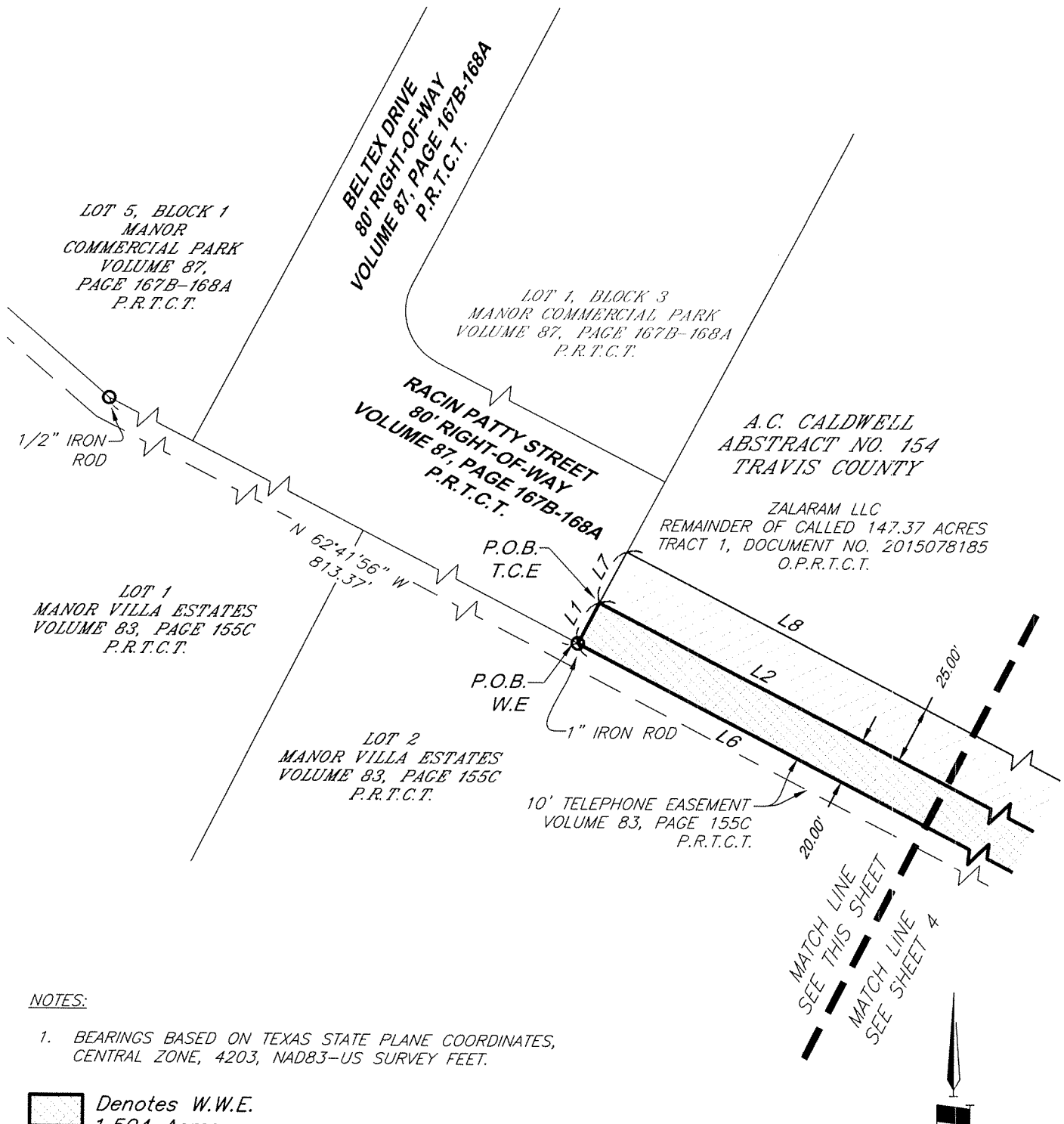
THENCE: S 27° 16' 24" W, parallel with said west line and said east line, a distance of **2,302.20 feet**, to a point for corner;

THENCE: N 62° 41' 56" W, parallel with the north line of said Manor Villa Estates and the south line of said remainder, a distance of **954.09 feet**, to the **POINT OF BEGINNING** and containing **1.855 acres** of land, situated in Travis County, Texas.

Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.



St. A



GBA
architects
engineers

© George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER

15072

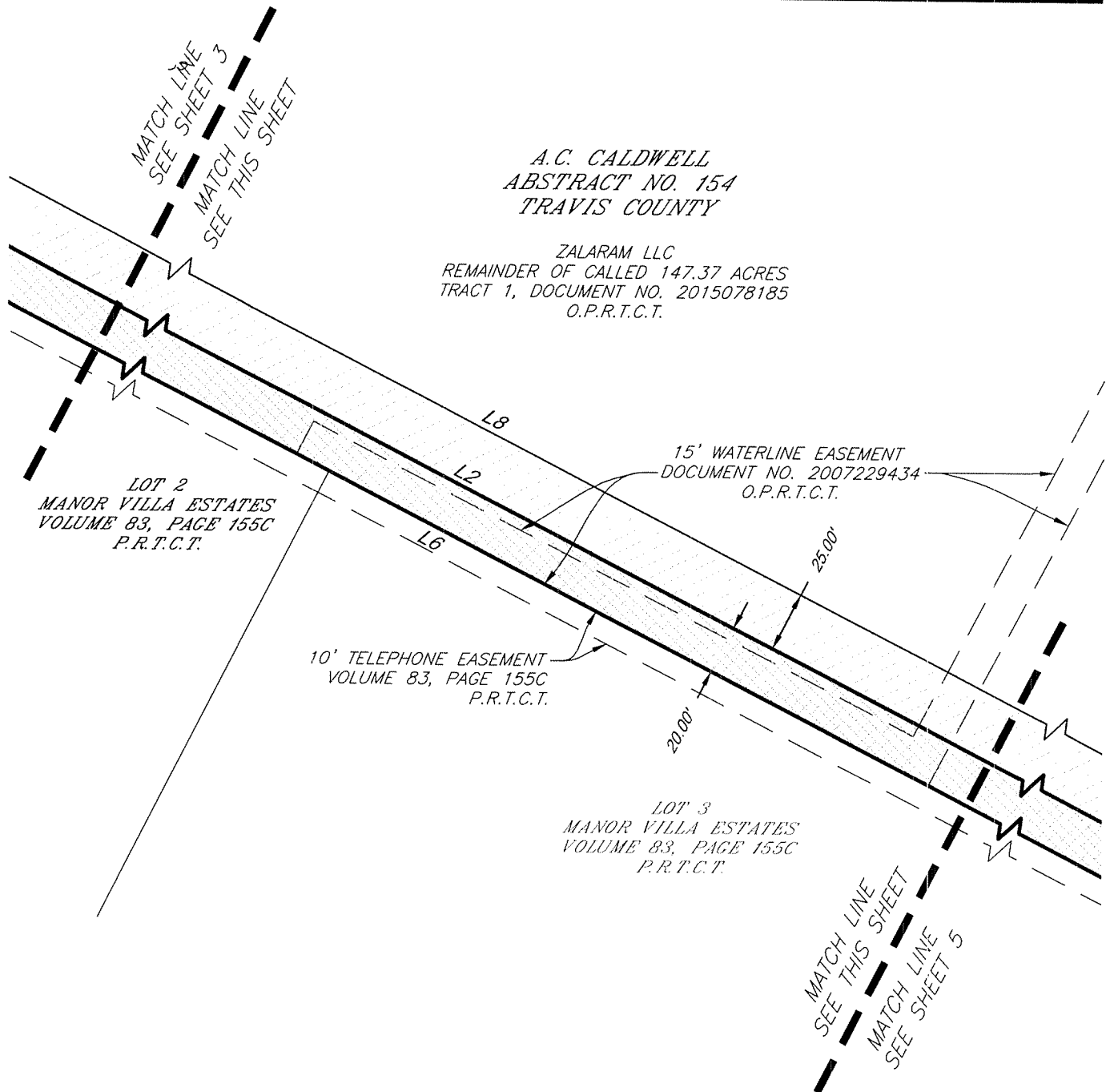
DATE

09/12/2023


Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX


SHEET NUMBER

3 of 6

**NOTES:**

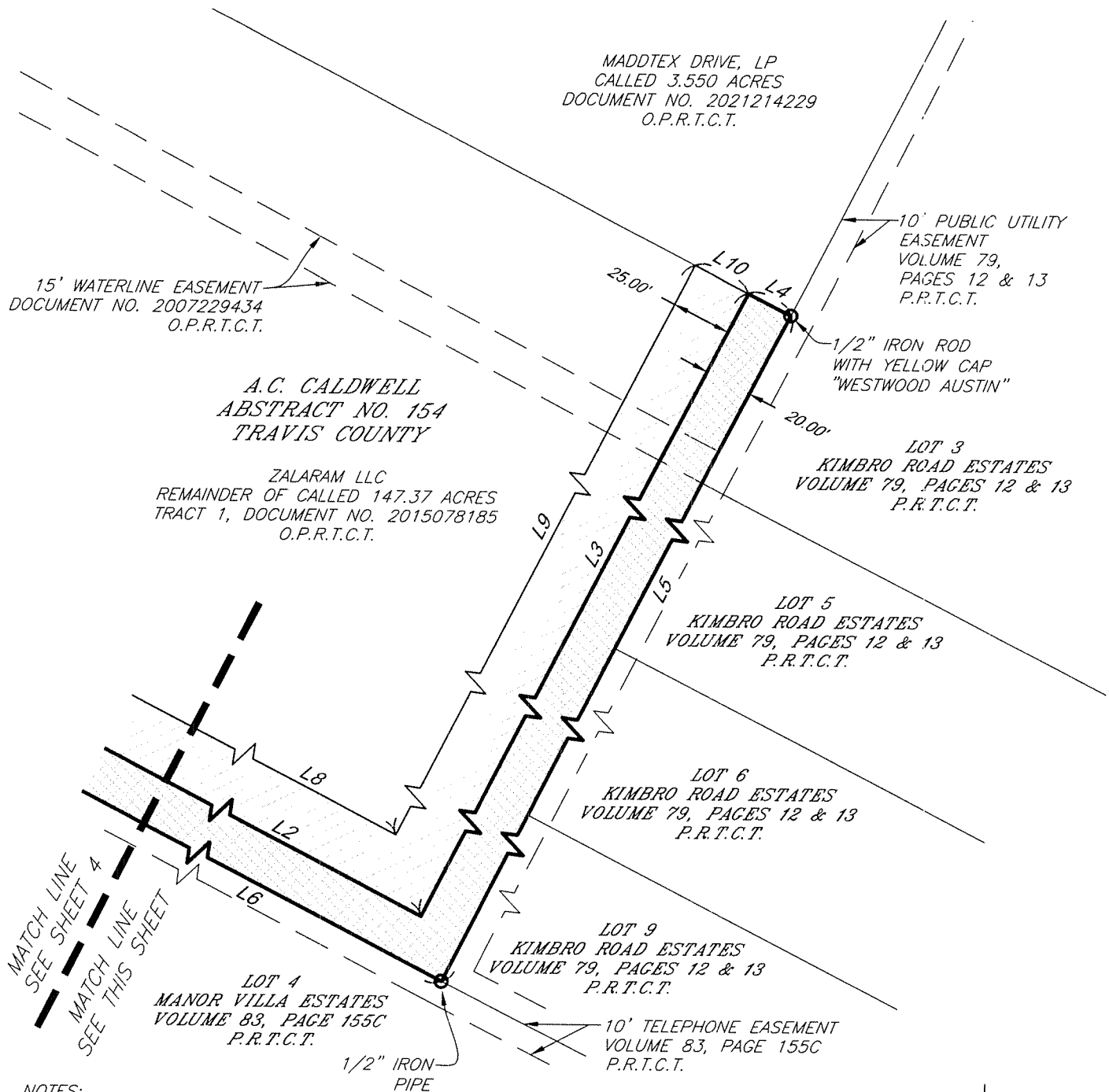
1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

 Denotes W.W.E.
 1.504 Acres


 Denotes T.C.E. 4,757 Square Feet of Proposed Wastewater Easement Lies Within Existing Waterline Easement
 1.855 Acres


Scale : 1"=60'



**NOTES:**

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

 Denotes W.W.E.
1.504 Acres

 Denotes T.C.E.
1.855 Acres

4,757 Square Feet of Proposed Wastewater
Easement Lies Within Existing Waterline Easement

Scale : 1"=60'



<i>Line Table</i>		
<i>Line #</i>	<i>Bearing</i>	<i>Distance</i>
L1	N 27° 54' 21" E	20.00'
L2	S 62° 41' 56" E	954.09'
L3	N 27° 16' 24" E	2302.20'
L4	S 62° 47' 50" E	20.00'
L5	S 27° 16' 24" W	2322.24'
L6	N 62° 41' 56" W	974.31'
L7	N 27° 54' 21" E	25.00'
L8	S 62° 41' 56" E	928.82'
L9	N 27° 16' 24" E	2277.16'
L10	S 62° 47' 50" E	25.00'

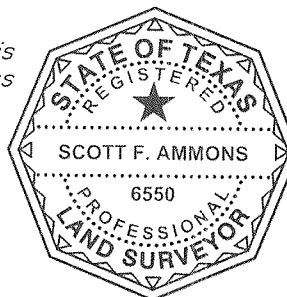
LEGEND

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.W.E.	WASTEWATER EASEMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



SCOTT F. AMMONS 09/12/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXHIBIT "B"

**WASTEWATER EASEMENT
AND TEMPORARY WORKSPACE EASEMENT**

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

That, **Zalaram, LLC, a Delaware limited liability company** ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 1.504 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 1.504 acre parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the north and west being approximately 1.855 acres in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the

all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the **Project**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

GRANTOR:

ZALARAM, LLC
a Delaware limited liability company

By: 
Dr. Natwarlal Ramani

10/30/23
Date

Title: owner/offices

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2023, personally appeared Dr. Natwarlal Raman, _____ of Zalaram, LLC, a Delaware limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

Project Name: Manor Commercial Park Project
Parcel No. 3
TCAD PID No.: 236912

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement for Parcel No. 4.

BACKGROUND/SUMMARY:

The city received \$3.3 million from the COVID State and Local Fiscal Recovery Fund allocation. Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Manor Commercial Park Wastewater Line Expansion Project.

This project is scheduled to be completed in the Fall of 2024. Maddtex Drive, LP has a parcel tract that the city is seeking a 20' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line to be installed. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easements for tract 4 at \$23,659.

LEGAL REVIEW: Yes - Kent A. Sick, Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Agreement Parcel No. 4

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement in an amount not to exceed \$23,659.

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

CITY OF MANOR PURCHASE AGREEMENT
Manor Commercial Park Wastewater Project; Parcel 4

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Maddtex Drive, LP, a Texas limited partnership** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 7,326 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Temporary Construction Easement Parcel: All that certain tract, piece or parcel of land consisting of 9,165 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted as 25' T.C.E. in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. TWENTY-THREE THOUSAND SIX HUNDRED FIFTY-NINE AND NO/100'S DOLLARS (**\$23,659.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be

satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Wastewater Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

MADDTEX DRIVE, LP,
a Texas limited partnership

BY: MADDTEX DRIVE-GP, LLC
a Texas limited liability company
as its general partner

By: _____

Jeff Metzler, Manager

Date

11/22/23

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

By: _____

Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date _____

Parcel No. 4
Project: Manor Commercial Park Project
TCAD Tax ID: 962893

FIELD NOTES FOR A 7,326 SQUARE FOOT WASTEWATER EASEMENT:

A **7,326 square foot** Wastewater Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion of a called 3.550 acre tract of land, as described in Document No. 2021214229, of the Official Public Records of Travis County, Texas. Said **7,326 square foot** Wastewater Easement being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, for the east common corner of said 3.550 acre tract and the remainder of a called 147.37 acre tract of land described as Tract One, in Document No. 2015078185, of said Official Public Records;

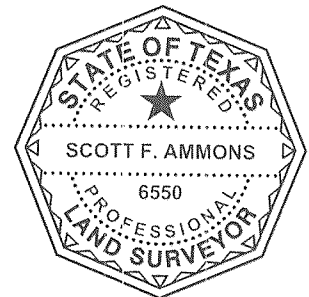
THENCE: N 62° 47' 50" W, with the south line of said 3.550 acre tract and the north line of said remainder, a distance of **20.00 feet**, to a point in said south line and said north line, for corner, from which a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" for the southwest corner of said 3.550 acre tract, bears N 62° 47' 50" W, with said south line and said north line, a distance of 401.72 feet;

THENCE: N 27° 16' 24" E, over and across said 3.550 acre tract, a distance of **366.45 feet**, to a point in the north line of said 3.550 acre tract and the south line of Lot 8, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of said plat records, for corner, from which a found 1/2" iron rod for the common west corner between said 3.550 acre tract and said Lot 8, bears N 27° 16' 24" W, with said north line and said south line, a distance of 397.96 feet;

THENCE: S 62° 03' 46" E, with said north line and said south line, a distance of **20.00 feet**, to a found 1/2" iron rod in the west line of said Lot 3, for the common east corner between said Lot 8 and said 3.550 acre tract;

THENCE: S 27° 16' 24" W, with said west line and the east line of said 3.550 acre tract, a distance of **366.19 feet**, to the **POINT OF BEGINNING** and containing **7,326 square feet** of land, situated in Travis County, Texas.

Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.



Handwritten signature of Scott F. Ammons

GBA
architects
engineers
© George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER
15072

DATE
09/13/2023

Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER

1 of 4

FIELD NOTES FOR A 9,165 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **9,165 square foot** Temporary Construction Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion of a called 3.550 acre tract of land, as described in Document No. 2021214229, of the Official Public Records of Travis County, Texas. Said **9,165 square foot** Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of said 3.550 acre tract and the north line of a the remainder of a called 147.37 acre tract of land described as Tract One, in Document No. 2015078185, of said Official Public Records, from which a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, bears S 62° 47' 50" E, with said south line and said north line, a distance of 20.00 feet, for the east common corner of said 3.550 acre tract and said remainder, and a found 1/2" iron rod with a yellow cap stamped "Westwood Austin" for the southwest corner of said 3.550 acre tract, bears N 62° 47' 50" W, with said south line and said north line, a distance of 401.72 feet;

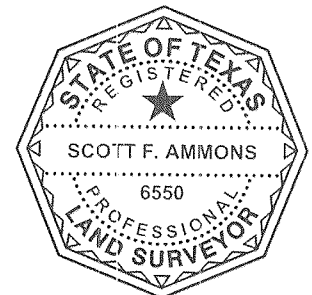
THENCE: N 62° 47' 50" W, with said south line and said north line, a distance of **25.00 feet**, to a point for corner;

THENCE: N 27° 16' 24" E, over and across said 3.550 acre tract, a distance of **366.77 feet**, to a point in the north line of said 3.550 acre tract and the south line of Lot 8, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of said plat records, for corner, from which a found 1/2" iron rod for the common west corner between said 3.550 acre tract and said Lot 8, bears N 27° 16' 24" W, with said north line and said south line, a distance of 372.96 feet;

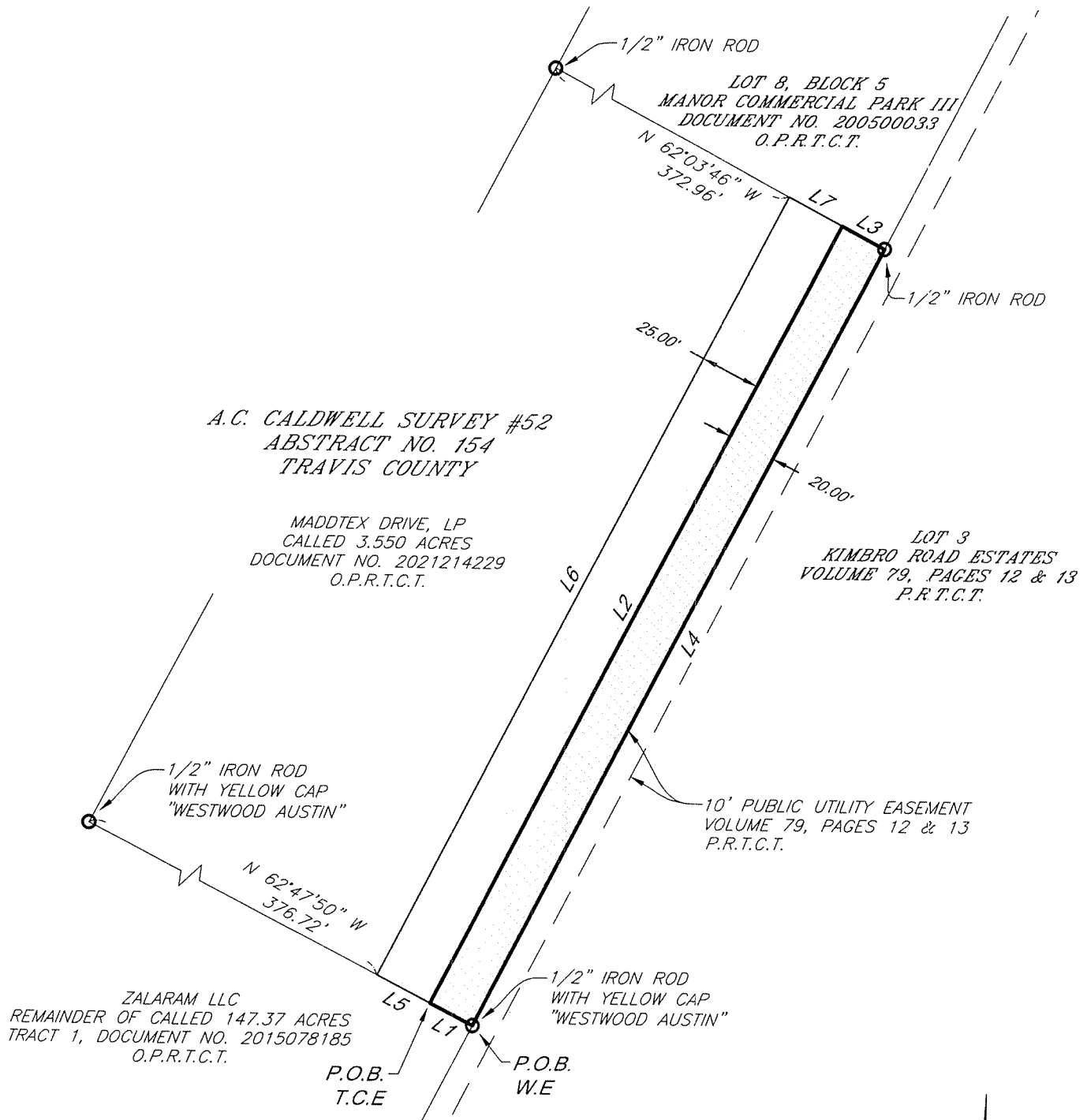
THENCE: S 62° 03' 46" E, with said north line and said south line, a distance of **25.00 feet**, to a point for corner, from which a found 1/2" iron rod in the west line of said Lot 3, bears S 62° 03' 46" E, with said north line and said south line, a distance of 20.00 feet, for the east common corner of said 3.550 acre tract and said Lot 8;

THENCE: S 27° 16' 24" W, over and across said 3.550 acre tract, a distance of **366.45 feet**, to the **POINT OF BEGINNING** and containing **9,165 square feet** of land, situated in Travis County, Texas.


Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.




Handwritten signature of Scott F. Ammons

**NOTES:**

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

 Denotes W.W.E.
7,326 Square Feet

 Denotes T.C.E.
9,165 Square Feet

Scale : 1"=60'

GBA
architects
engineers
© George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER

15072

DATE

09/13/2023

Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER

3 of 4

<i>Line Table</i>		
<i>Line #</i>	<i>Bearing</i>	<i>Distance</i>
L1	N 62° 47' 50" W	20.00'
L2	N 27° 16' 24" E	366.45'
L3	S 62° 03' 46" E	20.00'
L4	S 27° 16' 24" W	366.19'
L5	N 62° 47' 50" W	25.00'
L6	N 27° 16' 24" E	366.77'
L7	S 62° 03' 46" E	25.00'

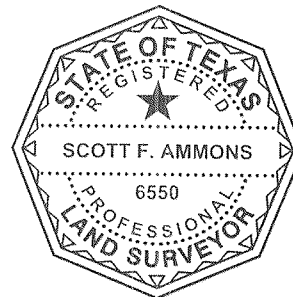
LEGEND

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.W.E.	WASTEWATER EASEMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



SCOTT F. AMMONS 09/13/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXHIBIT "B"

**WASTEWATER EASEMENT
AND TEMPORARY WORKSPACE EASEMENT**

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

That, **Maddtex Drive, LP, a Texas limited partnership** ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 7,326 square feet, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 7,326 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 9,165 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the

right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the **Project**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

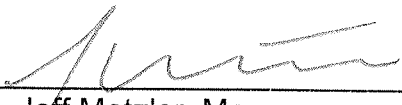
This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

GRANTOR:

Maddtex Drive, LP
a Texas limited partnership

By: Maddtex Drive-GP, LLC
a Texas limited liability company

By: 
Jeff Metzler, Manager

11/22/23
Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

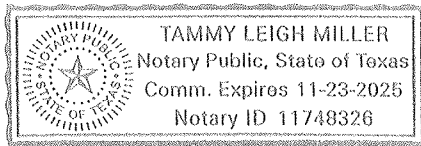
***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 22nd day of November 2023, personally appeared Jeff Metzler, Manager of Maddtex Drive-GP, LLC, a Texas limited liability company, general partner of Maddtex Drive, LP, a Texas limited partnership, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



Tammy Leigh Miller

Notary Public-State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

Project Name: Manor Commercial Park Project
Parcel No. 4
TCAD PID No.: 962893

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement for Parcel No. 5.

BACKGROUND/SUMMARY:

Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Manor Commercial Park Wastewater Line Expansion Project. The city received \$3.3 million from the COVID State and Local Fiscal Recovery Fund allocation.

This project is scheduled to be completed in the Fall of 2024. Maddtex Drive, LP has an additional parcel tract that the city is seeking a 20' permanent wastewater utility easement and 25' temporary construction easement along the designated northern route for the future wastewater line to be installed. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easements for tract 5 at \$15,068.

LEGAL REVIEW: Yes – Kent A. Sick, Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Agreement Parcel No. 5

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Purchase Agreement with Maddtex Drive, LP for a wastewater easement with a temporary construction easement in an amount not to exceed \$15,068.

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

CITY OF MANOR PURCHASE AGREEMENT
Manor Commercial Park Wastewater Project; Parcel 5

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Maddtex Drive, LP, a Texas limited partnership** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 4,100 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Temporary Construction Easement Parcel: All that certain tract, piece or parcel of land consisting of 5,125 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted as 25' T.C.E. in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. FIFTEEN THOUSAND SIXTY-EIGHT AND NO/100'S DOLLARS (\$15,068.00) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be

satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Wastewater Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

MADDTEX DRIVE, LP,
a Texas limited partnership

BY: MADDTEX DRIVE-GP, LLC
a Texas limited liability company
as its general partner

By: 
Jeff Metzler, Manager

11/22/23
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

By: _____
Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date

Parcel No. 5
Project: Manor Commercial Park Project
TCAD Tax ID: 711106

FIELD NOTES FOR A 4,100 SQUARE FOOT WASTEWATER EASEMENT:

A **4,100 square foot** Wastewater Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion Lot 8, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of the Official Public Records of Travis County, Texas. Said **4,100 square foot** Wastewater Easement being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, for the east common corner of said Lot 8, and a called 3.550 acre tract of land, as described in Document No. 2021214229, of said Official Public Records;

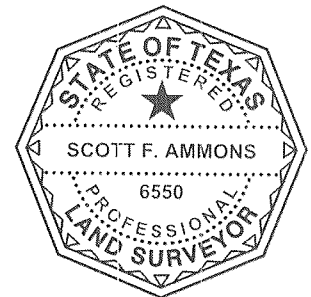
THENCE: N 62° 03' 46" W, with the north line of said 3.550 acre tract and the south line of said Lot 8, a distance of **20.00 feet**, to a point for corner, from which a found 1/2" iron rod, for the common west corner between said 3.550 acre tract and said lot 8, bears N 62° 03' 46" W, with said north line and said south line, a distance of 397.96 feet;

THENCE: N 27° 16' 24" E, over and across said Lot 8, a distance of **205.01 feet**, to a point in the north line of said Lot 8 and the south line of Lot 7, Block 5, in said Manor Commercial Park III, for corner, from which a found Mag Nail, for the northwest corner of said lot 8 and a south corner of said Lot 7, bears N 62° 03' 46" W, with said north line and said south line, a distance of 390.64 feet;

THENCE: S 62° 03' 46" E, with said north line and said south line, a distance of **20.00 feet**, to a found 1/2" iron rod in the west line of said Lot 3, for the east common corner of said Lot 8 and said 3.550 acre tract;

THENCE: S 27° 16' 24" W, with said west line and the east line of said 3.550 acre tract, a distance of **205.01 feet**, to the **POINT OF BEGINNING** and containing **4,100 square feet** of land, situated in Travis County, Texas.

Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.



Handwritten signature of Scott F. Ammons

FIELD NOTES FOR A 5,125 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **5,125 square foot** Temporary Construction Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion Lot 8, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of the Official Public Records of Travis County, Texas. Said **5,125 square foot** Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point, in the south line of said Lot 8 and the north line of a called 3.550 acre tract of land, as described in Document No. 2021214229, of said Official Public Records, from which a found 1/2" iron rod with a yellow cap in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, for the east common corner between said Lot 8, and a called 3.550 acre tract of land, as described in Document No. 2021214229, of said Official Public Records, bears S 62° 03' 46" E, a distance of 20.00 feet;

THENCE: N 62° 03' 46" W, with the north line of said 3.550 acre tract and the south line of said Lot 8, a distance of **25.00 feet**, to a point for corner, from which a found 1/2" iron rod, for the common west corner between said 3.550 acre tract and said lot 8, bears N 62° 03' 46" W, with said north line and said south line, a distance of 372.96 feet;

THENCE: N 27° 16' 24" E, over and across said Lot 8, a distance of **205.01 feet**, to a point in the north line of said Lot 8 and the south line of Lot 7, Block 5, in said Manor Commercial Park III, for corner, from which a found Mag Nail, for the northwest corner of said lot 8 and a south corner of said Lot 7, bears N 62° 03' 46" W, with said north line and said south line, a distance of 365.64 feet;

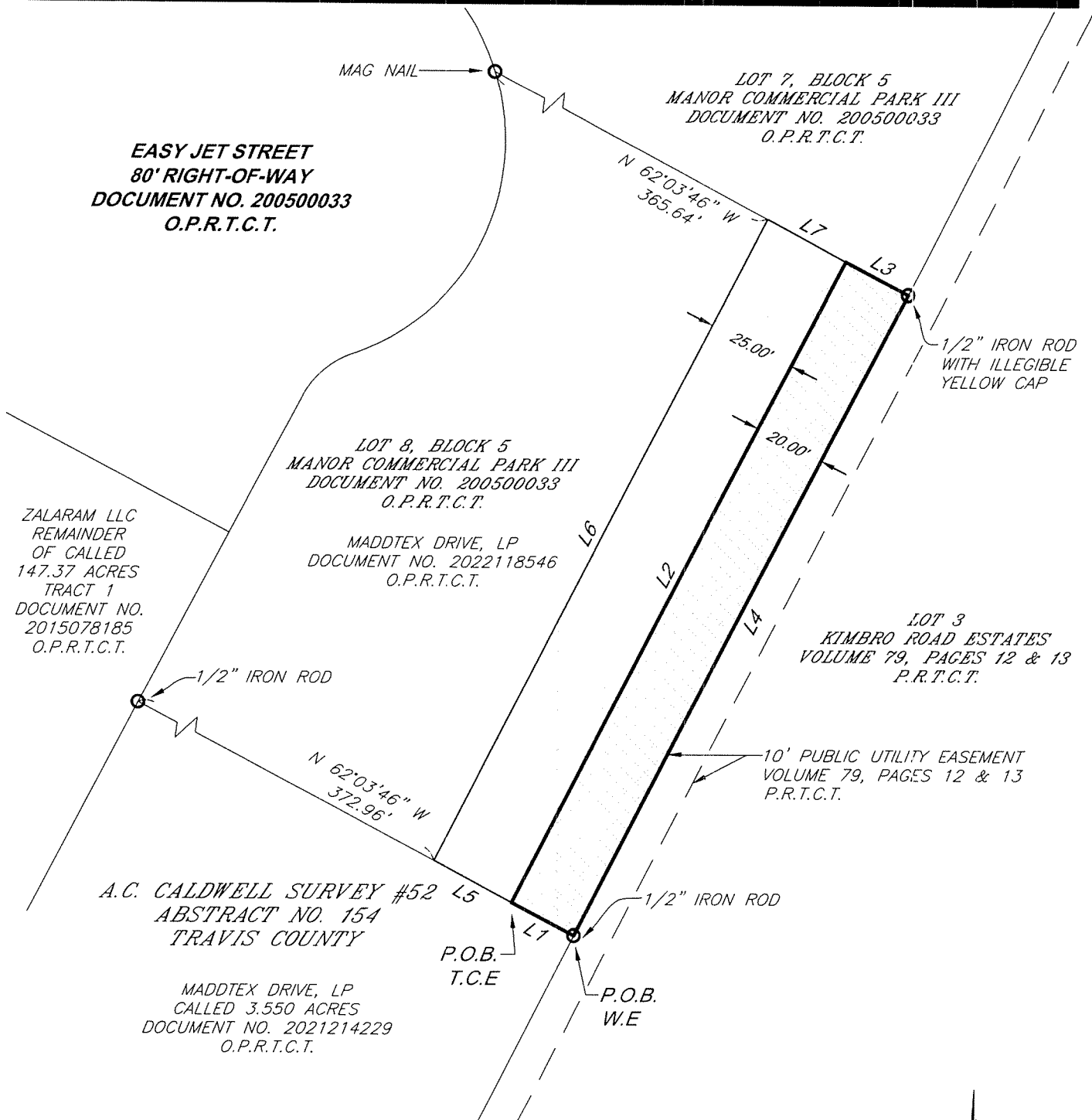
THENCE: S 62° 03' 46" E, with the north line of said 3.550 acre tract and the south line of said Lot 7, a distance of **25.00 feet**, to a point for corner, from which a found 1/2" iron rod in the west line of said Lot 3, for the east common corner of said Lot 8 and said Lot 7, bears N 62° 03' 46" W, with said north line and said south line, a distance of 20.00 feet;

THENCE: S 27° 16' 24" W, over and across said Lot 8, a distance of **205.01 feet**, to the POINT OF BEGINNING and containing 5,125 square feet of land, situated in Travis County, Texas.

Note: The basis of bearing was established from the State Plane Coordinate System for the Texas Central Zone, North American Datum of 1983. Field work was completed on July 17, 2023.



Handwritten signature: SFA

**NOTES:**

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.



Denotes W.W.E.
4,100 Square Feet

Denotes T.C.E.
5,125 Square Feet

Scale : 1"=40'

GBA
architects
engineers
© George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER

15072

DATE

09/13/2023

Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER

3 of 4

<i>Line Table</i>		
<i>Line #</i>	<i>Bearing</i>	<i>Distance</i>
L1	N 62° 03' 46" W	20.00'
L2	N 27° 16' 24" E	205.01'
L3	S 62° 03' 46" E	20.00'
L4	S 27° 16' 24" W	205.01'
L5	N 62° 03' 46" W	25.00'
L6	N 27° 16' 24" E	205.01'
L7	S 62° 03' 46" E	25.00'

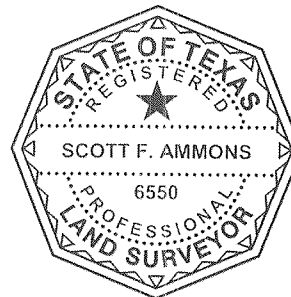
LEGEND

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.W.E.	WASTEWATER EASEMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



SCOTT F. AMMONS 09/13/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXHIBIT "B"

**WASTEWATER EASEMENT
AND TEMPORARY WORKSPACE EASEMENT**

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

That, **Maddtex Drive, LP, a Texas limited partnership ("Grantor")**, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 4,100 square feet, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 4,100 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 5,125 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the

right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the **Project**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

GRANTOR:

Maddtex Drive, LP
a Texas limited partnership

By: Maddtex Drive-GP, LLC
a Texas limited liability company

By: _____

Jeff Metzler, Manager

Date

11/22/23

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

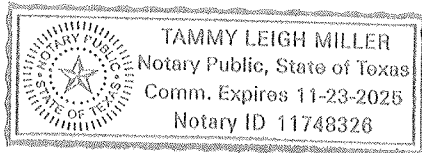
***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 22nd day of November 2023, personally appeared Jeff Metzler, Manager of Maddtex Drive-GP, LLC, a Texas limited liability company, general partner of Maddtex Drive, LP, a Texas limited partnership, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



Tammy Leigh Miller
Notary Public-State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

Project Name: Manor Commercial Park Project
Parcel No. 5
TCAD PID No.: 711106

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Purchase Agreement with Easy Jet Drive LP for a wastewater easement with a temporary construction easement for Parcel No. 6.

BACKGROUND/SUMMARY:

The city received \$3.3 million from the COVID State and Local Fiscal Recovery Fund allocation. It was recommended that the City Council utilize these funds to improve the sewer service at the commercial park to add land into the city limits for future industrial/light manufacturing development. Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Manor Commercial Park Wastewater Line Expansion Project.

This project is scheduled to be completed in the Fall of 2024. Easy Jet Drive, LP has a parcel tract that the city is seeking a 20' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line to be installed. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easements for tract 6 at \$26,844.

LEGAL REVIEW: Yes, Kent A. Sick, Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Agreement Parcel No. 6

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Purchase Agreement with Easy Jet Drive, LP for a wastewater easement with a temporary construction easement in an amount not to exceed \$26,844.

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

CITY OF MANOR PURCHASE AGREEMENT
Manor Commercial Park Wastewater Project; Parcel 6

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Easy Jet Drive, LP, a Texas limited partnership** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 9,742 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Temporary Construction Easement Parcel: All that certain tract, piece or parcel of land consisting of 12,164 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted as 25' T.C.E. in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. TWENTY-SIX THOUSAND EIGHT HUNDRED FORTY-FOUR AND NO/100'S DOLLARS (**\$26,844.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a wastewater easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be

satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Wastewater Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Wastewater Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

EASY JET DRIVE, LP,
a Texas limited partnership

BY: EASY JET-GP, LLC
a Texas limited liability company
as its general partner

By: _____

Jeff Metzler, Manager

Date

11/22/23

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

By: _____

Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date _____

Parcel No. 6
Project: Manor Commercial Park Project
TCAD Tax ID: 711107

FIELD NOTES FOR A 9,742 SQUARE FOOT WASTEWATER EASEMENT:

A 9,742 square foot Wastewater Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion Lot 7, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of the Official Public Records of Travis County, Texas. Said 9,742 square foot Wastewater Easement being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with an illegible yellow cap in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, for the easterly most common corner of said Lot 7, and Lot 8, Block 5, said Manor Commercial Park III;

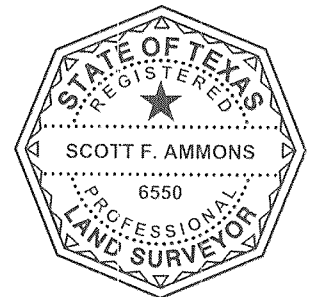
THENCE: N 62° 03' 46" W, with the south line of said Lot 7 and the north line of said Lot 8, a distance of 20.00 feet, to a point for corner, from which a found mag nail in the east line of Easy Jet Street, an 80 foot right-of-way as shown on said Manor Commercial Park III, for the west common corner of said Lot 7 and Lot 8, bears N 62° 03' 46" W, with said south line and said north line, a distance of 390.64 feet;

THENCE: N 27° 16' 24" E, over and across said Lot 7, a distance of 486.87 feet, to a point in the north line of said Lot 7 and the south line of a called 21.69 acre tract of land as described in Document No. 2020146894, of said Official Public Records, from which a found 1/2" iron rod for the southwest corner of said 21.69 acre tract, bears N 63° 25' 36" W, with said south line, a distance of 783.38 feet;

THENCE: S 63° 25' 36" E, with said north line and said south line, a distance of 20.00 feet, to a found 1" iron pipe for the north common corner of said Lot 7 and a called 21.152 acre tract of land as described in Document No. 2020095917, of said Official Public Records, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" for the southeast corner of said 21.69 acre tract, bears S 63° 25' 36" E, with said south line, a distance of 291.44 feet;

THENCE: S 27° 16' 24" W, with the west line of said 21.152 acre tract, the west line of said Lot 3, and the south line of said Lot 7, a distance of 487.34 feet, to the POINT OF BEGINNING and containing 9,742 square feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on July 17, 2023.



Handwritten signature: SFA

FIELD NOTES FOR A 12,164 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **12,164 square foot** Temporary Construction Easement, located in the A. C. Caldwell Survey #52, Abstract No. 154, in Travis County, Texas, being a portion Lot 7, Block 5, Manor Commercial Park III, a plat of record in Document No. 200500033, of the Official Public Records of Travis County, Texas. Said **12,164 square foot** Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of said Lot 7 and the north line of Lot 8, Block 5, said Manor Commercial Park III, from which a found 1/2" iron rod with an illegible yellow cap, in the west line of Lot 3, Kimbro Road Estates, a plat of record in Volume 79, Page 12 & 13, of the Plat Records of Travis County, Texas, for the east common corner of said Lot 7, and Lot 8, Block 5, said Manor Commercial Park III, bears S 62° 03' 46" E, with said south line and said north line, a distance of 20.00 feet;

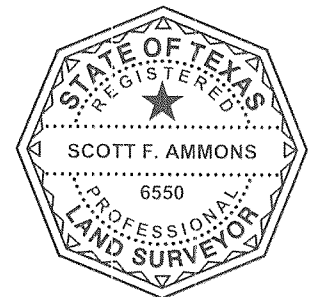
THENCE: N 62° 03' 46" W, with said south line and said north line, a distance of **25.00 feet**, to a point for corner, from which a found mag nail in the east line of Easy Jet Street, an 80 foot right-of-way as shown on said Manor Commercial Park III, for the west common corner of said Lot 7 and Lot 8, bears N 62° 03' 46" W, with said south line and said north line, a distance of 365.64 feet;

THENCE: N 27° 16' 24" E, over and across said Lot 7, a distance of **486.27 feet**, to a point in the north line of said Lot 7 and the south line of a called 21.69 acre tract of land as described in Document No. 2020146894, of said Official Public Records, from which a found 1/2" iron rod for the southwest corner of said 21.69 acre tract, bears N 63° 25' 36" W, with said south line, a distance of 758.38 feet;

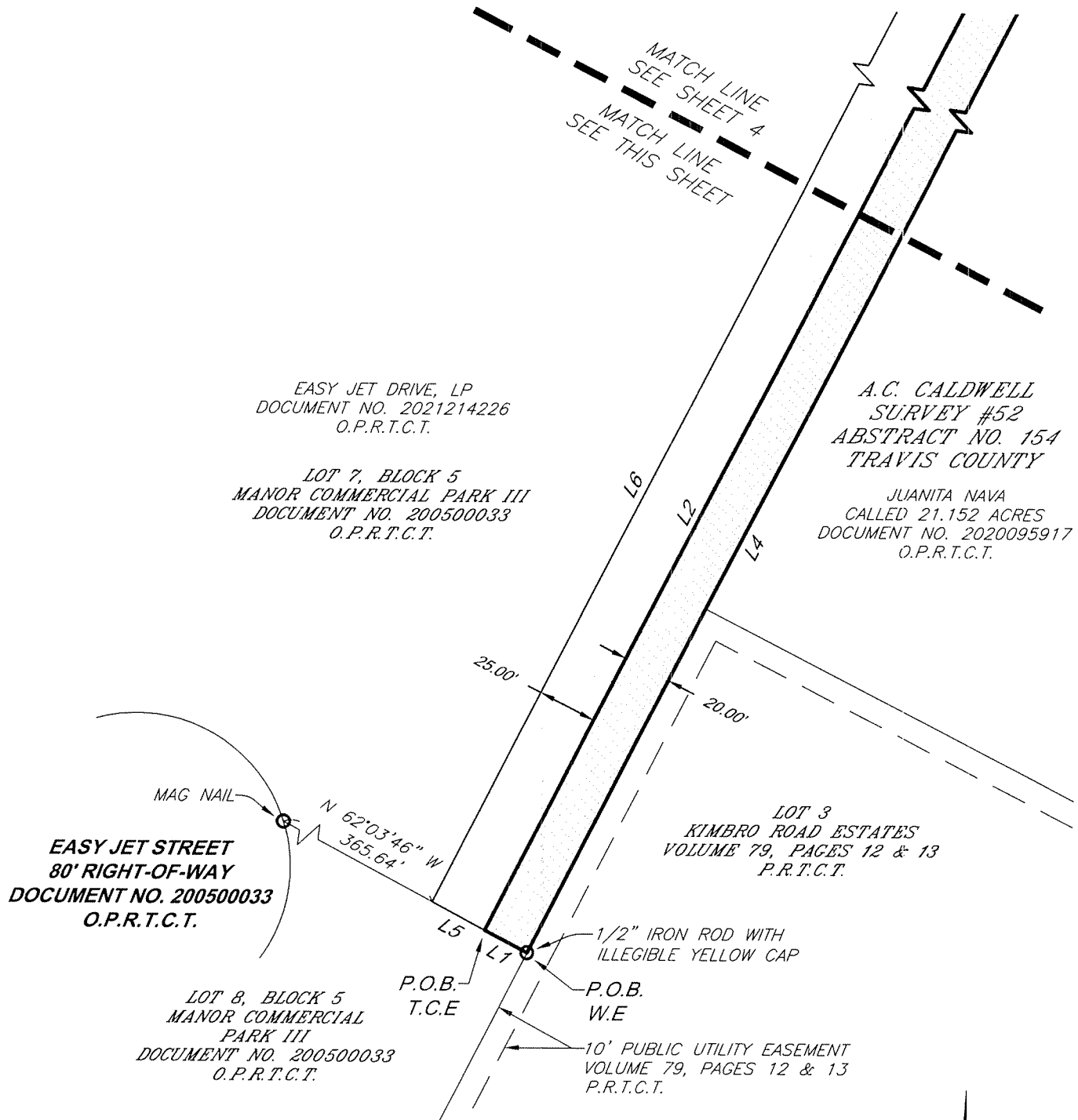
THENCE: S 63° 25' 36" E, with said north line and said south line, a distance of **25.00 feet**, to a point for corner, from which a found 1" iron pipe for the north common corner of said Lot 7 and a called 21.152 acre tract of land as described in Document No. 2020095917, of said Official Public Records, bears S 63° 25' 36" E, with said north line and said south line, a distance of 20.00 feet;

THENCE: S 27° 16' 24" W, over and across said Lot 7, a distance of **486.87 feet**, to the **POINT OF BEGINNING** and containing **12,164 square feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on July 17, 2023.



Handwritten signature/initials

**NOTES:**

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.



Denotes W.W.E.
9,742 Square Feet

Denotes T.C.E.
12,164 Square Feet

Scale : 1"=60'

GBA
architects
engineers
© George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER

15072

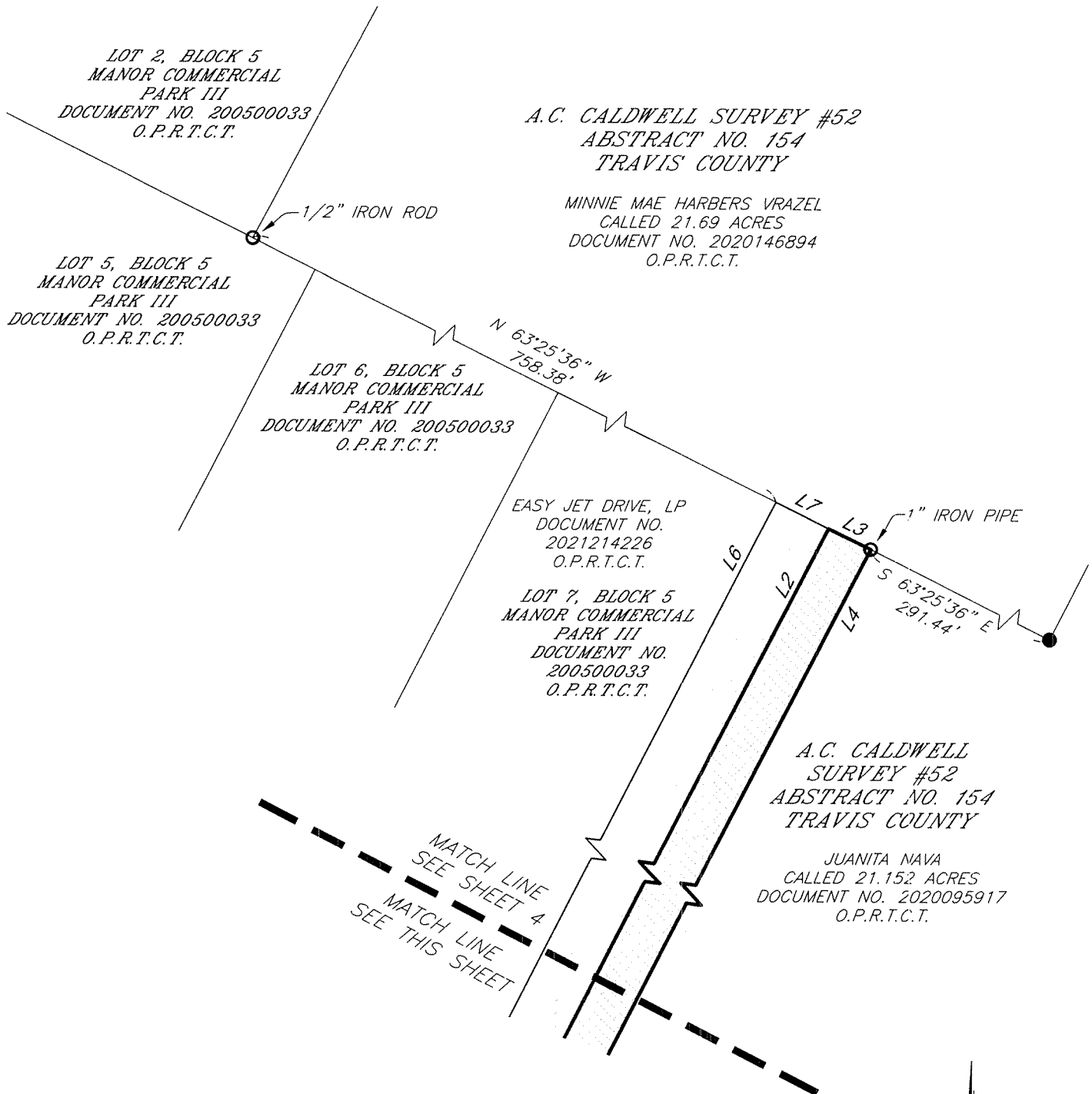
DATE

09/13/2023

Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER

3 of 5



NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.



Denotes W.W.E.
9,742 Square Feet



Denotes T.C.E.
12,164 Square Feet

Scale : 1"=60'

GBA
architects
engineers

© George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER

15072

DATE

09/13/2023

Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER

4 of 5

<i>Line Table</i>		
<i>Line #</i>	<i>Bearing</i>	<i>Distance</i>
L1	N 62° 03' 46" W	20.00'
L2	N 27° 16' 24" E	486.87'
L3	S 63° 25' 36" E	20.00'
L4	S 27° 16' 24" W	487.34'
L5	N 62° 03' 46" W	25.00'
L6	N 27° 16' 24" E	486.27'
L7	S 63° 25' 36" E	25.00'

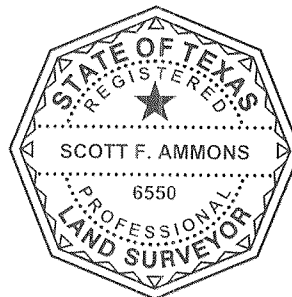
LEGEND

●	SET 1/2" IRON ROD WITH A PINK CAP STAMPED "GBA 10194808"
○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.W.E.	WASTEWATER EASEMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



SCOTT F. AMMONS 09/13/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



GBA
architects
engineers

© George Butler Associates, Inc.
2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER
15072

DATE
09/13/2023

Exhibit "A"
Wastewater Easement
Manor, Travis Co., TX

SHEET NUMBER

5 of 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXHIBIT "B"

**WASTEWATER EASEMENT
AND TEMPORARY WORKSPACE EASEMENT**

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

That, **Easy Jet Drive, LP, a Texas limited partnership** ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 9,742 square feet, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 9,742 square foot parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 12,164 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the

right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a wastewater pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**, in **Grantee's** sole determination.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the **Project**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction. **Grantee** shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

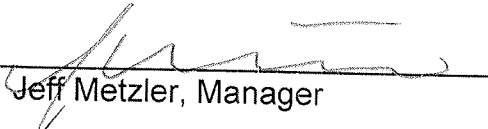
This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public wastewater utility lines, and for making connections therewith.

GRANTOR:

Easy Jet Drive, LP
a Texas limited partnership

By: Easy Jet-GP, LLC
a Texas limited liability company

By: 
Jeff Metzler, Manager

Date

11/22/23

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

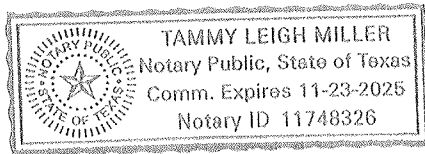
***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 22 day of November 2023, personally appeared Jeff Metzler, Manager of Easy Jet-GP, LLC, a Texas limited liability company, general partner of Easy Jet Drive, LP, a Texas limited partnership, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



Tammy Leigh Miller

Notary Public-State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2023, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

Project Name: Manor Commercial Park Project
Parcel No. 6
TCAD PID No.: 711107

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Audrey Guthrie, Knight Law Firm
DEPARTMENT: Municipal Court/Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas repealing ordinance number 119-A and any amendments thereto and all juvenile curfew offenses listed in Chapter 8 Offenses and Nuisances, Article 8.02 Minors, Division 2 Curfew.

BACKGROUND/SUMMARY:

During the 88th Legislative Session, the Texas Legislature passed HB 1819 which prohibited a political subdivision from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of a person younger than 18 years of age, except for purposes of emergency management. Chapter 8 of the Manor Code of Ordinances, Offenses and Nuisances, Article 8.02, Minors, contains provisions authorizing a juvenile curfew. The City of Manor Municipal Court has already dismissed all pending juvenile curfew cases. The attached ordinance repeals those laws to maintain compliance with HB1819 and create consistency with current enforcement practices.

LEGAL REVIEW: Yes, Audrey Guthrie, Associate Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 728

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Ordinance No. 728 to repeal the City of Manor's juvenile curfew ordinances.

Recommend Approval

Disapproval

None

ORDINANCE NO. 728

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, TO REPEAL ORDINANCE NUMBER 119-A AND ANY AMENDMENTS THERETO AND ALL JUVENILE CURFEW OFFENSES LISTED IN CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.02 MINORS, DIVISION 2 CURFEW; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN OPEN MEETINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in the 2023 session, the Texas legislature passed H.B. 1819 which repealed municipal authority to enforce juvenile curfew laws; and

WHEREAS, the City of Manor currently has juvenile curfew laws in Chapter 8 Offenses and Nuisances; and

WHEREAS, the City Council desires to amend City ordinances to reflect current laws and remove any juvenile curfew laws that may no longer be enforceable.

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

Section 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Repeal of Juvenile Curfew Laws. Ordinance Number 119-A, adopted June 21, 1995, as well as any and all amendments thereto, and any other ordinances which created juvenile curfew laws currently found in Chapter 8 Offenses and Nuisances, Article 8.02 Minors, Division 2 Curfew, are hereby repealed and will no longer be enforced within the City.

Section 4. Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 5. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 7. **Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED this 6th day of December 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

By: _____
Veronica Rivera,
Assistant City Attorney



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 5, 2023
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Statement of Work No. 27 to complete a Service Line Inventory and submit the results to the Texas Commission on Environmental Quality (TCEQ) before the October 16, 2024, Environmental Protection Agency (EPA) deadline.

The EPA Lead and Copper Rule Revisions (LCRR) went into effect on December 16, 2021. All public water systems are required to comply with the LCRR starting October 16, 2024. Under the revised rule new compliance and monitoring protocols, school and childcare facility testing, service line inventories, and, if necessary, a lead service line replacement plan, and public education and outreach will be required. The Lead and Copper Rule Improvements (LCRI) are currently under development by the EPA and will provide clarification and further direction on the requirements of the LCRR beyond the service line inventory. The LCRI is expected to be released prior to the October 16, 2024, deadline for the submission of the initial service line inventory. At the direction of TCEQ, GBA has developed a plan that satisfies the service line material requirement of the LCRR while refraining from other aspects of the LCRR that may be modified and/or eliminated by the LCRI. A new SOW will be developed to satisfy the requirements of the remaining LCRR compliance tasks once the LCRI has been release and TCEQ has developed the new compliance criteria.

GBA will perform a records review of material associated with the water utility system as well as subdivision development and building construction, as required in the LCRR. The records review will provide the necessary service line material information, where available, and identify construction dates that will allow large areas of the city to be removed from further investigations. GBA will develop a GIS database based on the required TCEQ service line material template that will act as the single source of truth for all future LCRR compliance tasks.

City Council previously approved the completion of a Project Information Form (PIF) during the May 5, 2023, City Council meeting to pursue project funding through the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) program. The TWDB ranked all projects based on established criteria, but the current project was not selected for funding during the State Fiscal Year (SFY) 2023 budget cycle. GBA intends to pursue funding during the SFY 2024 budget cycle as funding for previously completed LCRR compliance tasks can be included if awarded.

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

- SOW No. 27
- Form 1295

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the proposed completion of a service line inventory and the subsequent submittal of the inventory and all associated files to TCEQ in an amount not to exceed \$35,000 and authorize the City Manager to sign the Statement of Work No. 27 proposal.

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

EXHIBIT A**Statement of Work (SOW) No. 27****TO MASTER SERVICES AGREEMENT**

Statement of Work No. 27 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as GBA, dated October 7, 2020.

Through this SOW, CITY hereby authorizes GBA to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: The U.S. Environmental Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR) went into effect on December 16, 2021. All community and non-transient non-community public water systems are required to comply with the LCRR starting October 16, 2024. The LCRR requires water systems to prepare and maintain an inventory of service line materials by this date. In preparation for LCRR compliance, GBA will assist CITY with the development of a service line inventory (SLI) and associated paper and digital maps for public display. The CITY has identified the need for assistance with the completion of the following tasks by October 16, 2024.

SCOPE OF SERVICES:**TASK 1: ADMINISTRATION**

Coordinate project goals and align CITY and GBA expectations and purposes. Subtasks will include:

SUBTASK 1: Project Management/Oversight.

SUBTASK 2: Invoices (5).

SUBTASK 3: Kickoff Meeting (1).

SUBTASK 4: Progress and Review Meeting (2).

TASK 2: SERVICE LINE INVENTORY DATABASE

SUBTASK 1: Database and Layer Schema Development. GBA will deploy the Lead Service Line Inventory Solution from ESRI and tailor it to meet the current needs of this project. A new geodatabase will be created to match the format present in the required form TCEQ-20943. Additional modifications will be incorporated to assist with more efficient database updates.

SUBTASK 2: Acquire and Process Water Utility Billing Records: GBA will acquire and process water utility billing records from CITY for the purposes of geodatabase population, service area verification, and QA/QC. The records will be cross-checked against existing meter data and used to verify the remaining meters/service lines to be created using the address points and/or parcel data previously identified, if necessary.

SUBTASK 3: Data migration and creation. Existing meter location data will be added to the geodatabase and flagged for future QA/QC processes. Address point data will be acquired from the Travis Central Appraisal District (TCAD) or the Capital Area Council of Governments (CAPCOG) and used as proxy locations for the remaining meter locations, where necessary. Parcel data from TCAD may also be used in this effort.

SUBTASK 4: SLI Confirmation and Meeting. GBA will provide CITY with access to a web map and/or web application for confirmation of the water utility service area and associated meters/service lines. CITY will review the available data and provide an update to GBA when staff are ready for a confirmation meeting. GBA will conduct one (1) one-hour meeting with CITY via Teams to discuss any necessary revisions prior to proceeding with the completion of the remaining tasks.

SUBTASK 5: Testing and Troubleshooting. GBA will test the deployed solutions and associated geodatabase to minimize the need for database revisions in future stages of the project.

TASK 3: RECORDS REVIEW

SUBTASK 1: Review of Local Ordinances, Building Codes, Plats, etc. GBA will review local ordinances, building codes, subdivision plats, and other development-related materials to identify those with construction dates, pipe materials, and other pertinent information.

SUBTASK 2: Acquisition and Processing of Travis Central Appraisal District Data. GBA will acquire and process the most recent parcel dataset from TCAD to allow for construction date identification on parcels not included in the research performed during Task 3 Subtask 1.

SUBTASK 3: Identification of Post-1989 Structures and Developments. Based on information from TCEQ, Post-1989 Structures and Developments can be assumed to not contain lead service lines on either the public or private side. GBA will create a new feature layer and/or update the geodatabase with information from the reviews performed in the previous tasks. This process will allow for mass updates of the geodatabase and the exclusion of large areas of the city from further review for the initial service line inventory submittal.

TASK 4: SLI Verification

SUBTASK 1: Inventory Verification. GBA will perform a final QA/QC of the SLI to confirm that all records represented in the water utility billing records have been included and updated with the relevant information.

SUBTASK 2: Inventory Verification Review Meeting. GBA will hold one (1) one-hour meeting with CITY in-person and over Teams to review the initial SLI, confirm that all known service lines have been identified, and discuss next steps.

PROJECT ASSUMPTIONS:

1. No lead service lines are known to exist within the system based on interviews with CITY staff.

2. The initial inventory will include only a records review. Any investigations will be performed under a separate SOW after the release of the Lead & Copper Rule Improvements (LCRI) on or before October 16, 2024.
3. CITY will provide GBA with the most recent water utility billing records for use throughout the project.
4. CITY will review and approve the water utility service area and water meters/service lines prior to GBA initiating work on Tasks 3 and 4.
5. All other elements of LCRR compliance will be addressed under a separate SOW after the TCEQ has assessed the impact of changes included in the upcoming LCRI.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Any service not specifically listed.
2. Future SLI updates associated with changes outlined in the upcoming LCRI.
3. Field work associated with the verification and/or replacement of service line material.
4. The inclusion of any other dataset not explicitly referenced in the Scope of Services section above.

COMPENSATION:

TASK 1 FEE:	\$	5,100
TASK 2 FEE:	\$	17,800
TASK 3 FEE:	\$	7,100
TASK 4 FEE:	\$	5,000

TOTAL: **\$ 35,000**

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: Sarah Doherty

Date: _____

Date: 11/10/23



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

Applicant: Marcus Equity

Owner: Cottonwood Holdings Limited, LLC

BACKGROUND/SUMMARY:

This is a city-initiated amendment with the purpose of making the original 1996 PUD zoning ordinance consistent with the land plan in the Shadowglen Development Agreement.

The original PUD zoning ordinance for the in-city portions of Shadowglen (the commercial on US 290, golf course, and Wilbarger Creek open space area) was approved back in 1996. The original Shadowglen Development Agreement was approved in 2001, which was amended in 2005 and 2007 and expired in 2011 when the developer defaulted. The Agreement was then revised and approved in 2013 and included exhibits of the approved land uses for the in-city and out-of-city portions of Shadowglen. The exhibit for the in-city portion of the development did not follow the land uses shown on the 1996 PUD but followed the developer's land use plan from 2003. The land use plan in the development agreement was further amended in 2018 and 2021.

This city-initiated PUD amendment is only to make the zoning ordinance for Shadowglen consistent with the 2021 land use plan from the development agreement and no changes are sought to the 2012 plan by this amendment. The portions of Shadowglen outside the city limits, which are all the single-family residential, the Flats apartments, and the commercial around Shadowglen Trace/973 are not being changed and are regulated only by the development agreement.

The Planning and Zoning Commission voted to approve 6-0 with the condition that a letter or some form of communication with the residents on the provided mailing list and HOA is sent out explaining that no changes are being made to the PUD, the map is simply being updated to reflect what currently exists. This notice was provided and is attached in the backup along with first notice.

The public hearing was presented to the City Council on August 16th and it was open and postponed until the September 6th meeting for additional information to be provided. At that meeting, it was postponed a second time to December 6th.

Between September 6th and December 6th historical records were searched again to see if records related to the December 20, 2000 or February 16, 2005 PUD Ordinance amendments could be located. No records pertaining to the 2000 amendment can be found. For the 2005 amendment, the backup that was considered was located along with the minutes from the Joint P&Z and City Council meeting where the PUD amendment was heard. No

ordinances from the 2000 or 2005 amendments have been found leaving only the original 1996 ordinance as the record.

Considered with this PUD Amendment, there is a draft 4th Amendment to the Shadowglen Development Agreement provided by the property owner of parcels W-13A and W-13B, which are shown as Neighborhood Business and Multi-Family on the land use plan. These parcels are along Lexington Street between McDonalds and the Shadowglen Golf Course Clubhouse. It would increase the unit density from 21 units/acre to 25 units/acre and require the developer to provide a minimum of 7,000 square feet of commercial space along Lexington Street.

However, since there is a proposal to modify unit densities, that would need to be considered on the PUD in addition to the development agreement. Because of this the City Council has three options:

1. Consider approval of the PUD as presented which would make the PUD ordinance and land use plan of the development agreement consistent. With this option the draft development agreement could not be approved as currently provided. The developer seeking the density increase would need to file their own PUD amendment that would have public notices and go to P&Z and the City Council for consideration and with that PUD amendment the 4th amendment to the development agreement would also be considered; or
2. Amend the PUD before you to increase the multi-family unit density to 25 units per acre, which matches the current city code, and upon second reading on Dec. 20th a revised PUD reflecting this change will be presented and the development agreement can also be considered too; or
3. Pull the PUD Ordinance from consideration and have it re-notified and sent back through P&Z with the density provision included. Under this option the development agreement would not be presented again until the PUD is back before the City Council. The risk associated with this option is, as a developer-lead amendment, if P&Z or the City Council does not approve the increased density, the developer can choose to pull the PUD amendment from consideration and the portion of the amendment that the city is seeking would also be pulled and we would have to restart the city-initiated PUD amendment that was to make the PUD ordinance and development agreement land use plan consistent.

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

- | | |
|--|--|
| <ul style="list-style-type: none"> • Ordinance • Land Plan – Zoning Exhibit • Aerial Image • 1996 PUD Zoning Ordinance • 2005 Support Documents | <ul style="list-style-type: none"> • 2005 P&Z/CC Joint Meeting Minutes • Draft Development Agreement • Public Notice 1st and 2nd • Mailing Labels • Draft 4th Amendment to the Dev. Agreement • Conceptual Multi-family/retail layout |
|--|--|

STAFF RECOMMENDATION:

City staff recommends that the City Council approve the first reading of an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING
ORDINANCE 126 TO MODIFY THE PLANNED UNIT DEVELOPMENT
LAND USE PLAN FOR THE SHADOWGLEN DEVELOPMENT;
REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO
PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT;
AND PROVIDING FOR RELATED MATTERS.**

Whereas, the City of Manor, Texas (the “City”) has initiated that the property described hereinafter in Exhibit “A” attached hereto and incorporated herein as if fully set forth (the “Property”) be rezoned from zoning district Planned Unit Development (PUD) to zoning district Planned Unit Development (PUD);

Whereas, Ordinance No. 126 (“PUD Ordinance”) was adopted by the City of Manor, Texas City Council (the “City Council”) on July 23, 1996 and action was taken by City Council to amend the PUD Ordinance on December 20, 2000 and February 16, 2005;

Whereas, the Third Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective July 7, 2021 amended that certain Development Agreement for the ShadowGlen Subdivision dated effective January 10, 2011, as amended, contemplated amendments to the PUD through among other things, revising the Land Use Plan for the PUD; and

Whereas, the City has initiated an amendment to the PUD Ordinance in order to update and modify the PUD, including the Planned Unit Development Land Use Plan for the Shadowglen Subdivision PUD;

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; and

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. Ordinance No. 126 is hereby modified and amended by replacing Appendix “A” in its entirety and replacing with a new Appendix “A” which is attached hereto and incorporated herein as if fully set forth as Exhibit “B” to include the modified Planned Unit Development Land Use Plan for the Shadowglen Planned Unit Development.

Section 3. Amendment of Conflicting Ordinances. Appendix “A” of the City’s Ordinance No. 126 is hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any code or ordinance of the city, the terms and provisions of this ordinance shall govern.

ORDINANCE NO.**Page 2**

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

PASSED AND APPROVED FIRST READING on this the ____ day of _____ 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of _____ 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT “A”

Property Legal Description:

ORDINANCE NO.

Page 4

AREA INSIDE MANOR CITY LIMITS FOR "P.U.D. GENERAL LAND USE PLAN"

METES AND BOUNDS DESCRIPTION

Being all that certain 292.7963 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and out of that certain 97.212 acre tract (called Tract 2) in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, TCRPR, and being comprised of a 58.1610 acre tract (TRACT 1) called a 58.134 acre tract (called Second Tract of a 816.928 acre tract) in Deed to Austin Manor Investments recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR), and, a 0.3629 acre tract (TRACT 2) called a 0.36 acre tract (called Third Tract of a 203.39 acre tract) in said Deed to Austin Manor Investments recorded in Volume 8623, Page 931, TCRPR; and out of and part of that certain 758.794 acre tract (called First Tract of 816.928 acres) and out of and part of that certain 181.445 acre tract (called First Tract of 203.39 acres, both as described in Warranty Deed to Austin Manor Investments, and recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR); all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69, Travis County, Texas, all being originally out of Tracts 2, 3, 4, 5, 6, 7, 8, and 9, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records, and being a 3.0418 acre tract situated in the JAMES MANOR SURVEY NO. 40, A-546 (called 3.055 acres), as described in Deed to Austin-Manor Investments by Deed recorded in Volume 8103, Page 270, TCRPR; said 292.7963 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point marking the Northeast corner of the herein described tract, same being located at the intersection with the existing City of Manor City Limits Line, same being located in the East line of said 1020.318 acre tract and being further located North 31°25' East-654.09 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract;

THENCE, South 31°25' West, with the East line of said 1020.318 acre tract, a distance of 654.09 feet to a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290 with the said East line of the said 1020.318 acre tract;

THENCE, crossing said U.S. Highway 290, South 31°49'03" West, a distance of 258.62 feet to an iron rod found marking the Northeast corner of the herein described tract, same being the Northeast corner of said 58.5239 acre tract, same being the Northwest corner of that certain 93.787 acre tract as conveyed by Deed to Ruben H. Johnson Company, recorded in Volume 5610, Page 828, Travis County Deed Records (TCDR), same being located in the South right-of-way line of U.S. 290 East (based on 222 feet in width) and being further located South 31°49'03" West, a distance of 258.62 feet from a State Department of Highways and Public Transportation (SDHPT) concrete monument;

THENCE, South 31°28'34" West, with the Southeast line of the herein described tract and the Southeast line of said 58.5239 acre tract, and the Northwesterly line of an old abandoned county road, as vacated in Volume D, Page 520, TCDR, a distance of 1620.28 feet to an iron rod found for angle point and corner, same being an internal "L" corner of said 93.787 acre tract, same being located North 56°12'18" West, a distance of 20.76 feet from an iron rod found marking the Northwest corner of that certain 0.23 acre tract as conveyed by Deed to Cleora McVade, recorded in Volume 7585, Page 917, TCDR;

THENCE, South 33°05'54" West, with the Southeast line of the herein described tract, a distance of 106.33 feet to a 60d nail found in fence corner marking the Southeast corner of the herein described tract and the Southeast corner of said 58.5239 acre tract, same being in the Northerly line of that certain 9.997 acre tract as conveyed by Deed to A. Jo Baylor, Trustee, recorded in Volume 865, Page 277, TCRPR;

ORDINANCE NO.

Page 5

THENCE, North 59°03'21" West, with the Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of said 9.997 acre tract, a distance of 356.38 feet to an iron rod found for angle point and corner;

THENCE, North 60°15'09" West, with the said Southwest line of the herein described tract and the said Northeast line of the 9.997 acre tract, passing at a distance of 43.45 feet a point marking the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Gary Warren, recorded in Volume 12187, Page 18, TCRPR, passing at a distance of 93.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Howard Richards, recorded in Volume 12269, Page 1278, TCRPR, passing at a distance of 143.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to H. Schneider, recorded in Volume 8585, Page 396, TCRPR, passing at a distance of 193.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to R. Eppright, recorded in Volume 8585, Page 393, TCRPR, passing at a distance of 243.45 feet the Southwest corner of that certain 0.115 acre tract conveyed by Deed to R. Rochner, recorded in Volume 8585, Page 390, TCRPR, and continuing a total distance of 350.91 feet to an iron rod found for angle point and corner, same being the Northwest corner of said 9.997 acre tract and the Northeast corner of the City of Manor Cemetery;

THENCE, North 59°52'02" West, with the said Southwest line of the herein described tract and the Northeast line of said City of Manor Cemetery, a distance of 366.67 feet to an iron rod found for angle point and corner, same being the Northwest corner of said Cemetery and the original Northeast corner of A. E. LANE'S ADDITION, a subdivision according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North 58°29'42" West, with the said Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of that certain tract conveyed to Anderson by Deed recorded in Volume 8702, Page 813, TCRPR, a distance of 141.14 feet to an iron rod found for angle point and corner;

THENCE, with the said Southwest line of the herein described tract and of the said 58.5239 acre tract and the Northeast line of said A. E. LANE'S ADDITION, and the Southwesterly line of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, the following five (5) courses and distances:

- (1) North 59°05'39" West, passing at a distance of 103.35 feet the Southeast corner of Lot 7 of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, a subdivision of a portion of said 58.5239 acres recorded in Volume 94, Page 393, TCRPR, and continuing a total distance of 457.00 feet to an iron rod set for angle point and corner;
- (2) North 59°00'00" West-359.92 feet to an iron rod set for angle point and corner;
- (3) North 59°05'00" West-243.47 feet to an iron rod found for angle point and corner;
- (4) North 58°42'33" West, passing at a distance of 81.40 feet an iron rod found marking the common North corner of Lot 1 and Lot 2, Block 11, A. E. LANE'S ADDITION, passing at a distance of 133.75 feet an iron rod found marking the common North corner of Lot 2 and Lot 3, passing at a distance of 186.33 feet an iron rod found marking the common North corner of Lot 3 and Lot 4, and continuing a total distance of 314.95 feet to an iron rod found for angle point and corner; and
- (5) North 58°51'13" West-112.14 feet to an iron rod set marking the Southwest corner of said 58.1610 acre tract, the Southeast corner of said 0.3629 acre tract and the common West corner of said T. M. RECTOR ESTATE Tract 3 and Tract 4;

THENCE, continue with the Southwest line of the herein described tract and of the said 0.3629 acre tract and the said Northeast line of A. E. LANE'S ADDITION the following two (2) courses and distances:

- (1) North 58°51'13" West-81.45 feet to an iron rod found marking the West 1/2 of Lot 8, Block 10; and
- (2) North 58°26'34" West-149.08 feet to an iron rod set for the most Westerly corner of the herein described tract and of said 0.3629 acre tract, same being located in the said South right-of-way line of U.S. 290 East (variable width), same being the most Westerly apex corner of said 58.5239 acre tract, and of said COTTONWOOD COMMERCIAL SOUTH SECTION ONE;

ORDINANCE NO.

Page 6

THENCE, crossing said U.S. Highway 290 North $59^{\circ}13'54''$ West, a distance of 0.32 feet an iron rod set for angle point and corner, same being in the original Northeast line of A. E. LANE'S ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North $59^{\circ}17'58''$ West, with the Southwesterly line of said 203.39 acre tract and the Northeast line of said A. E. LANE'S ADDITION, passing at a distance of 1.98 feet an iron rod found and continuing a total distance of 295.07 feet to an iron rod found marking the Northeast corner of said 3.0418 acre tract, same being the common North corner of Lot 7 and Lot 8, Block 3, said A. E. LANE'S ADDITION, same being further located South $59^{\circ}07'23''$ East, a distance of 100.33 feet from an iron pipe found marking the Northwest corner of Lot 6, Block 3, and the original Northwest corner of said A. E. LANE'S ADDITION;

THENCE, South $13^{\circ}42'48''$ West, with the East line of said 3.0418 acre tract and the East line of said Lot 7, Block 3, a distance of 178.33 feet to an iron rod set for the Southeast corner of said 3.0418 acre tract, same being located in the curving North right-of-way line of U.S. 290 East;

THENCE, in a Southwesterly direction along the arc of a curve to the left and with the said North right-of-way line of U.S. 290 East, said curve having a radius of 3836.62 feet, a chord bearing and distance of South $87^{\circ}01'47''$ West-42.27 feet to an iron rod found for angle point and corner;

THENCE, North $64^{\circ}14'41''$ West, with a Southwest line of the said 3.0418 acre tract and the Northeasterly right-of-way of Gregg-Manor Road, a distance of 347.67 feet to a SDHPT brass monument found for angle point and corner;

THENCE, with the Easterly right-of-way line of Gregg-Manor Road and the West line of said 3.0418 acre tract and said 203.39 acre tract, and the herein described tract, the following eleven (11) courses and distances:

- (1) North $34^{\circ}16'29''$ West-220.71 feet to an iron rod found for angle point and corner;
- (2) North $35^{\circ}24'43''$ West-200.14 feet to an iron rod found for angle point and corner;
- (3) North $34^{\circ}33'22''$ West-141.01 feet to an iron pipe found marking the most Westerly corner of said 3.0418 acre tract, same being in the Westerly line of said 203.39 acre tract;
- (4) North $58^{\circ}35'33''$ West-2.78 feet with the said Westerly line of the 203.39 acre tract to an iron rod set for corner and the point of curvature of a curve to the right;
- (5) In a Northwesterly direction along an arc of a curve to the right, said curve having a radius of 532.96 feet, an arc length of 322.71 feet, a chord bearing and distance of North $09^{\circ}10'09''$ West-317.80 feet to an iron rod found for point of tangency,

same being further located South $82^{\circ}01'15''$ East-79.83 feet from an iron rod found on the West right-of-way line of said Gregg-Manor Road;

- (6) North $08^{\circ}09'25''$ East-625.30 feet to a point for corner;
- (7) North $08^{\circ}09'25''$ East-207.80 feet to a point of curvature;
- (8) In a Northeasterly direction along the arc of a curve to the left, said curve having a radius of 2905.45 feet, an arc length of 451.27 feet, a chord bearing and distance of North $03^{\circ}43'55''$ East-450.31 feet;
- (9) North $00^{\circ}47'03''$ West-282.72 feet to a point of curvature;
- (10) In a Northwesterly direction along the arc of a curve to the left, said curve having a radius of 1469.50 feet, an arc length of 599.72 feet, a chord bearing and distance of North $12^{\circ}24'45''$ West-595.57 feet; and
- (11) North $24^{\circ}05'00''$ West, a distance of 275.25 feet to an iron rod set for the Northwest corner of the herein described tract, same being located in the curving said City of Manor City Limits Line;

THENCE, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $78^{\circ}20'55''$ East-1029.14 feet to a point of compound curvature for a corner of the herein described tract;

ORDINANCE NO.

Page 7

THENCE, continue, in a Southeasterly direction along the arc of a curve to a right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $65^{\circ} 02' 05''$ East-545.91 feet to a point of tangency of the herein described tract;

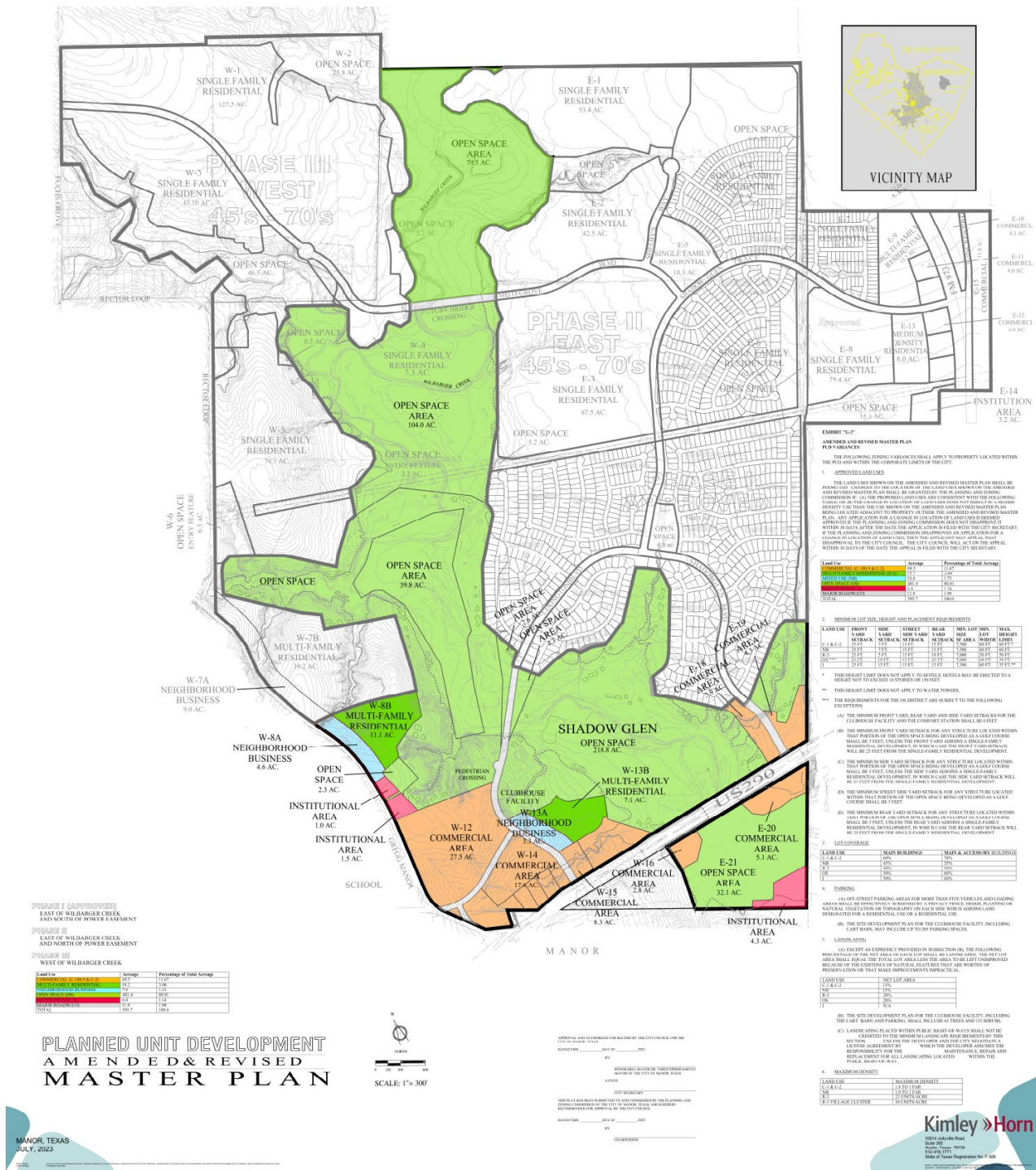
THENCE, South $59^{\circ} 05' 36''$ East, with the said City of Manor City Limits Line, a distance of 4380.39 feet to the POINT OF BEGINNING and containing 292.7968 acres of land, not including the area encompassed by existing U.S. Highway 290 right-of-way.

Compiled From Office and Field Information By:

Robert M. Sherrod, R.P.L.S.
GEO, A Geographical Land Services Co.
4412 Spicewood Springs Road, #1002
Austin, Texas 78759
RMS:ks
May 28, 1996
Revised: July 22, 1996
GEO Job No. 966467



EXHIBIT “B”
Planned Unit Development Land Use Plan
[attached]



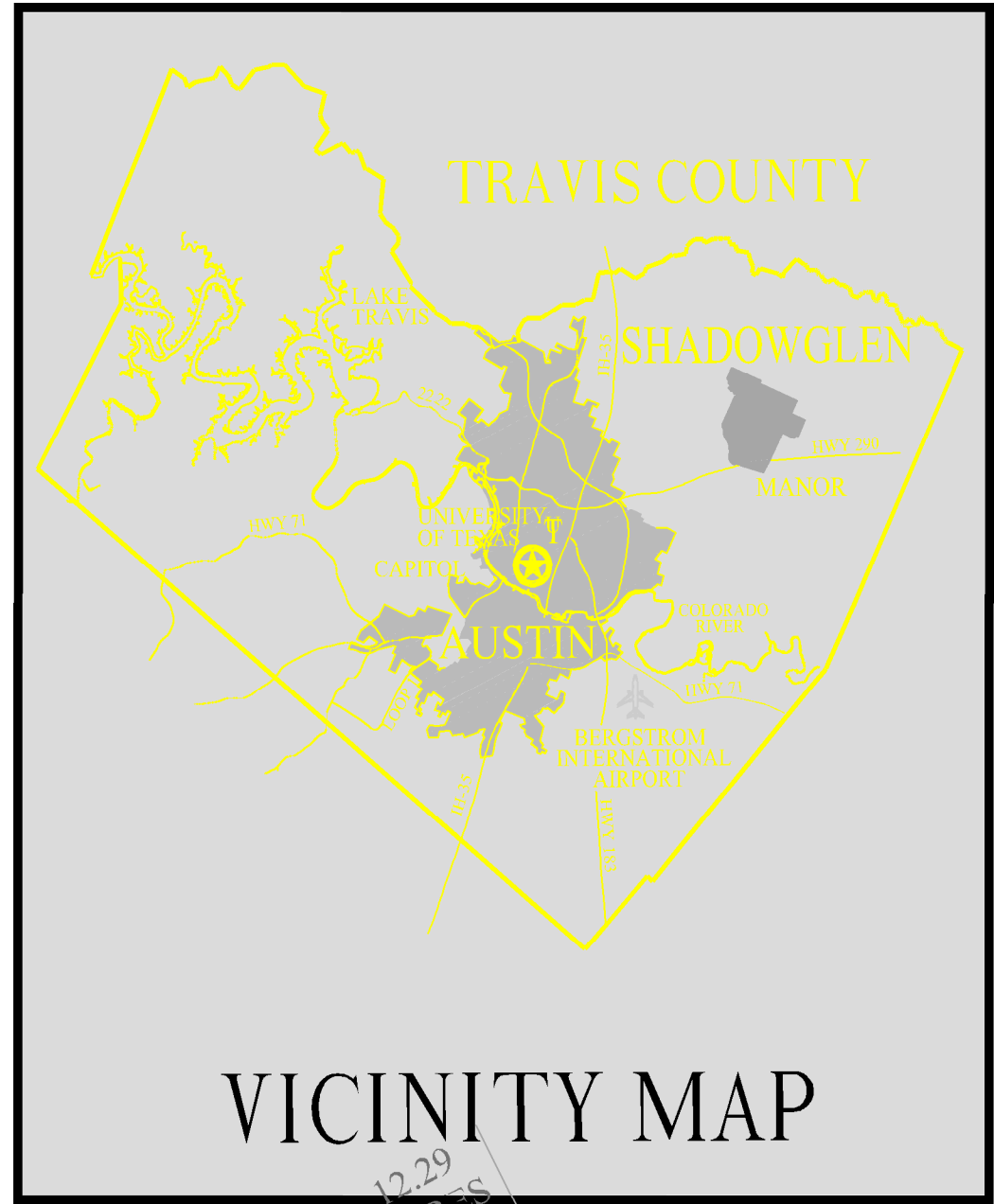
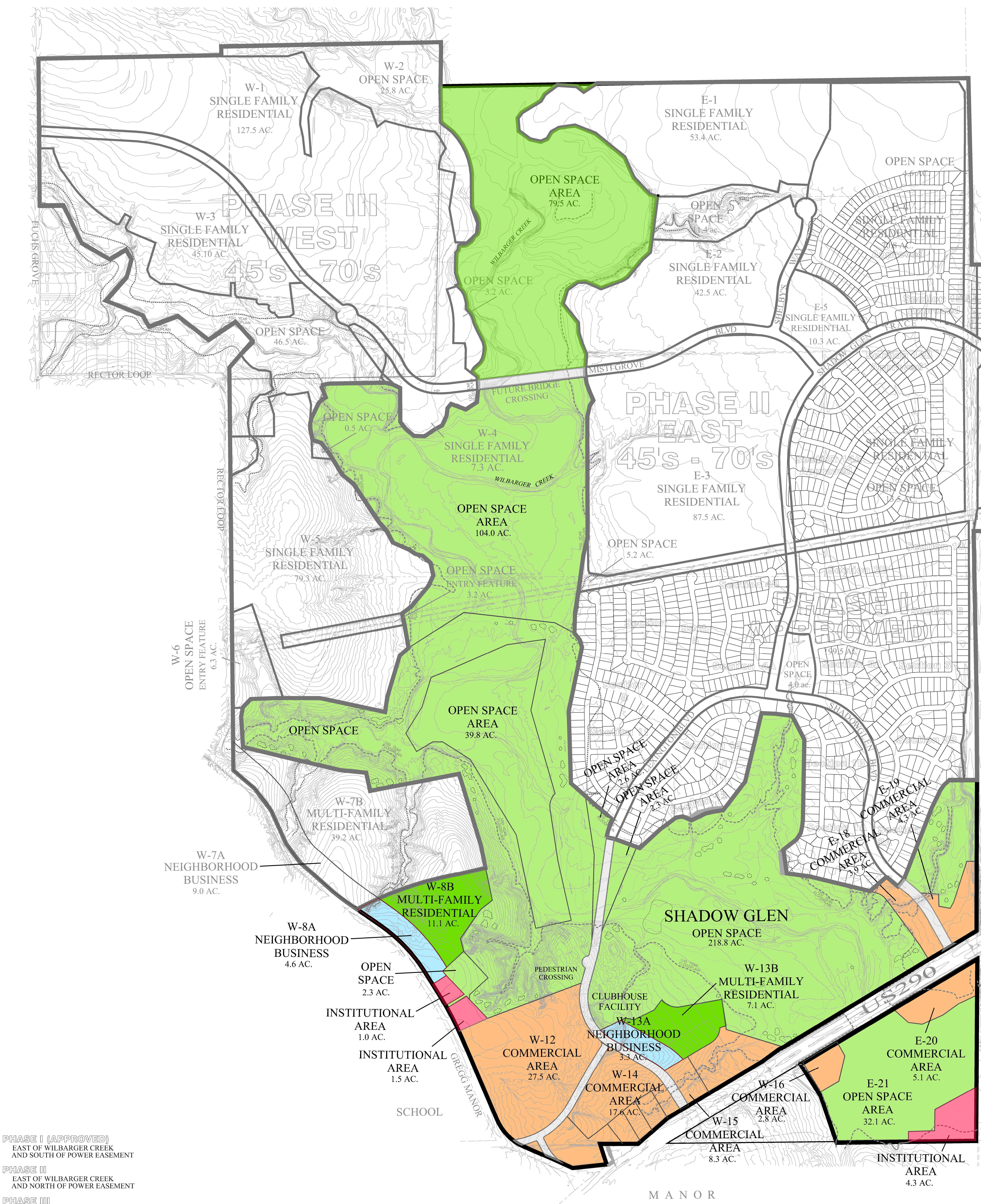


EXHIBIT "G-3"
AMENDED AND REVISED MASTER PLAN
PUD VARIANCES

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

1. **APPROVED LAND USES**

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

Land Use	Acreage	Percentage of Total Acreage
COMMERCIAL (C-180.9 & C-2)	69.5	11.67
MULTI-FAMILY RESIDENTIAL (R-3)	15.7	2.64
MIXED USE (NB)	10.4	1.75
OPEN SPACE (OS)	481.4	80.81
INSTITUTIONAL (I)	6.8	1.14
MAJOR ROADWAYS	11.9	1.99
TOTAL	595.7	100.0

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

LAND USE	FRONT YARD SETBACK	SIDE YARD SETBACK	STREET SIDE YARD SETBACK	REAR YARD SETBACK	MIN. LOT SIZE SF AREA	MIN. LOT WIDTH	MAX. HEIGHT LIMIT
C-1 & C-2	25 FT.	7 FT.	15 FT.	15 FT.	7,500	60 FT.	60 FT.
NB	25 FT.	7 FT.	15 FT.	15 FT.	7,500	60 FT.	60 FT.
R-3	25 FT.	5 FT.	15 FT.	10 FT.	7,000	50 FT.	50 FT.
OS ***	25 FT.	10 FT.	15 FT.	25 FT.	7,000	60 FT.	30 FT.
I	25 FT.	15 FT.	15 FT.	15 FT.	7,500	60 FT.	35 FT.

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

3. **LOT COVERAGE**

LAND USE	MAIN BUILDINGS	MAIN & ACCESSORY BUILDINGS
C-1 & C-2	60%	70%
NB	45%	55%
R-3	40%	50%
OS	50%	60%
I	50%	60%

4. **PARKING**

(A) OFF-STREET PARKING AREAS FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVACY FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

(B) THE SITE DEVELOPMENT PLAN FOR THE CLUBHOUSE FACILITY, INCLUDING CART BARN, MAY INCLUDE UP TO 205 PARKING SPACES.

5. **LANDSCAPING**

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

LAND USE	NET LOT AREA
C-1 & C-2	15%
NB	15%
R-3	20%
OS	20%
I	N/A

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

6. **MAXIMUM DENSITY**

LAND USE	MAXIMUM DENSITY
C-1 & C-2	1.8 TO 1 FAR
NB	1.0 TO 1 FAR
R-3	21 UNITS/ACRE
R-3 VILLAGE CLUSTER	10 UNITS/ACRE

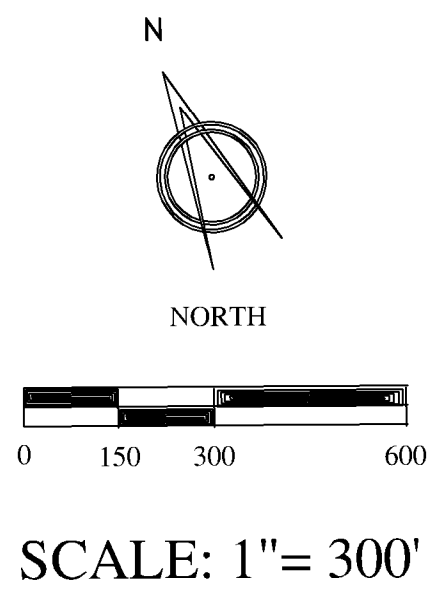
PHASE I (APPROVED)
EAST OF WILBARGER CREEK
AND SOUTH OF POWER EASEMENT

PHASE II
EAST OF WILBARGER CREEK
AND NORTH OF POWER EASEMENT

PHASE III
WEST OF WILBARGER CREEK

Land Use	Acreage	Percentage of Total Acreage
COMMERCIAL (C-180.9 & C-2)	69.5	11.67
MULTI-FAMILY RESIDENTIAL	18.2	3.06
NEIGHBORHOOD BUSINESS	7.9	1.33
OPEN SPACE (OS)	481.4	80.81
INSTITUTIONAL (I)	6.8	1.14
MAJOR ROADWAYS	11.9	1.99
TOTAL	595.7	100.0

PLANNED UNIT DEVELOPMENT A MENDED & REVISED MASTER PLAN



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

DATED THIS _____ DAY OF _____, 2023.

BY: _____

HONORABLE MAYOR DR. CHRISTOPHER HARVEY
MAYOR OF THE CITY OF MANOR, TEXAS

ATTEST: _____

CITY SECRETARY

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

DATED THIS _____ DAY OF _____, 2023.

BY: _____

CHAIRPERSON

Shadowglen PUD Aerial Image

Write a description for your map.

Legend

Feature 1

Feature 2

Feature 3

Frontier Bank of Texas

La Parrillita

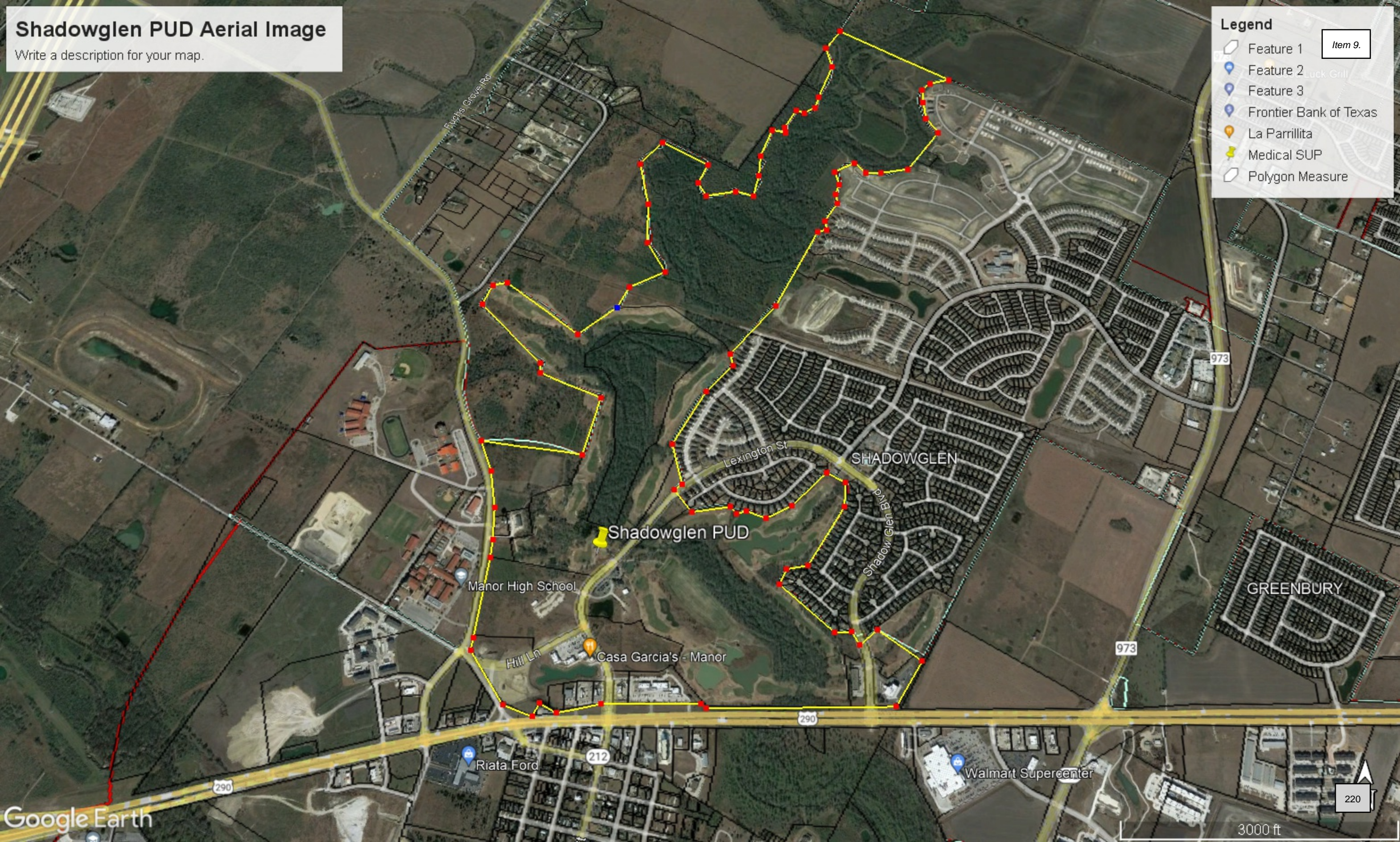
Medical SUP

Polygon Measure

Item 9.

La Parrillita

Walmart Supercenter



ORDINANCE NO. 126

AN ORDINANCE GRANTING APPROVAL OF A LAND USE PLAN IN CONNECTION WITH A PLANNED UNIT DEVELOPMENT; PROVIDING FOR CERTAIN CONDITIONS AND DEPARTURES FROM PROVISIONS OF ORDINANCES; PROVIDING FOR SCOPE APPROVAL OF THE PROJECT; PROVIDING FOR PROCEDURES FOR FUTURE DEVELOPMENT WITHIN THE PLANNED UNIT DEVELOPMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS:

Section 1. Planned Unit Development Approved.

(a) The Planned Unit Development ("PUD") and the zoning designation as such, proposed by Cottonwood Holdings, Ltd. and the Eppright family interests and the Land Use Plan submitted in connection with the PUD are hereby approved.

(b) The boundaries of the PUD district shall be as is set forth by a metes and bounds description contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

(c) Approval of the Land Use Plan is subject to the following conditions:

- (1) The PUD designation is applicable only to lands located within the municipal city limits. The authorization provided herein pertains only to those lands set forth in the Land Use Plan located within the City's municipal limits as is set forth in Exhibit "A-1".
- (2) The Land Use Plan approved herein consists of those documents attached hereto and incorporated by reference as follows:

Appendix A. - A document entitled "Planned Unit Development General Land Use Plan dated June 11, 1996 setting forth a map of the PUD, notes, land account table, additional conditions and phasing approach, prepared on behalf of Cottonwood Holdings, Ltd. by Land Design Studio.

Appendix B. - A memorandum dated July 11, 1996 authored by Gary Bellomy, ASLA, which sets forth the intention of the developers of land within the PUD to develop the project in accordance with the concepts stated therein.

(3) Additional documents relating to the PUD are on file in the office of the City Secretary, as follows:

- i. Schematic map (entitled "Concept Plan Alternate") showing streets, parks, public areas, area uses, etc., prepared by Land Design Studio.
- ii. Cottonwood PUD Development Report authored by Gary Bellomy.

These documents may be used as references to show the general intention for "neo-traditional" development. However, it is understood that they indicate examples of such development.

Section 2. Scope of Approval. The approval of the PUD contained herein applies on that portion of the PUD which is within the City's municipal limits at the effective date of this ordinance, subject to potential extension under Section 6 herein.

Section 3. Compliance Required. The Applicant for the PUD shall comply with the Land Use Plan approved herein and with all of the ordinances of the City of Manor and the conditions and terms set forth herein except where departures are specifically authorized in Section 5 of this ordinance or by a variance or special exception in accordance with the Zoning Ordinance No. 36-P, or the Subdivision Ordinance.

Section 4. Conditions. Approval of this subdivision plat of lands located within the PUD's boundary or proposed boundary is specifically conditioned upon the following conditions being met at the time the applications for subdivisions are submitted:

(a) A water and wastewater plan showing which areas will be served with utility services and other information required to be shown by the Subdivision Ordinance, as amended.

(b) The requirements for parkland dedication in the Subdivision Ordinance must be complied with, except that any previous "excess" dedications may be carried forward and applied to satisfy dedication requirements on subsequent plats in the PUD.

(c) Proof that the width of the streets will not unduly hamper fire trucks from traversing the streets must be submitted. This may be proved with a certificate signed by the chief of the appropriate fire department to show that the street width is sufficient in the opinion of the chief, or other proof reasonably acceptable to the City reviewing officer or body.

(d) A declaration of which streets are to be public and which are to be private must be made, and there must be a showing of how and by whom the streets will be maintained in the future.

(e) The development and each phase approved shall generally adhere to the neo-traditional neighborhood concepts for all residential projects and shall generally conform to the concepts as are set forth in Section 1(c) herein, and the development goals and objectives set forth in Section 5 (j) (7 through 8) of the Zoning Ordinance as amended. If there is a substantial departure from these concepts, then when the PUD Developer submits applications required under Section 6 (c) (1-3) herein, the said applications may be processed for a development to reflect the actual applications under the conventional requirements for R-1 residential or C, or I, as indicated in the Land Use Plan without rezoning, but the departures set forth in Section 5 herein shall not be allowed for those particular applications.

(f) The FEMA 100 year floodplain data shall determine the location of the 100 year floodplain in the PUD notwithstanding any designation to the contrary.

Section 5. Departures. The developer or its successor is specifically approved to depart from requirements set forth in the City of Manor's Ordinances as follows:

- (a) Width of minor street at 24' - 26' rather than 30'.
- (b) Single family lot size at 4,500 s.f. likely rather than 7,500 (R-1) or 7,200 (R-2).
- (c) Minimum lot width of 40' rather than 60'.
- (d) Single family setbacks of 10' front, 10' rear and 5' side yard. Multifamily setbacks of 15' front, 10' side and 10' rear.
- (e) Dwelling unit density for multi-family of 20 dwelling units/acre vs. 36 dwelling units/acre in ordinance.
- (f) Others stated in or incorporated by reference herein.

Section 6. Future Build-Out of PUD.

(a) The City Council has considered the entire Land Use Plan consisting of approximately 1248.9997 acres of land and approves in concept the plans and specifications pertaining to the PUD. It will be necessary for the developer or its successor to submit applications for the PUD district zoning designation for lands which may be added in the future, but no filing fees need to be paid for PUD district zoning approvals. The application may incorporate the original application documents for this

PUD, in lieu of new documents. When and if lands located within the boundaries of the PUD proposal are annexed into the City, such lands shall be given the appropriate zoning classification in accordance with the procedures set forth in Section 13 of the Zoning Ordinance.

(b) The property description of the entire area encompassing the 1248.9997 acres of land is set forth herein as Exhibits A-1 and A-2 and incorporated by reference.

(c) The PUD developers who apply to enlarge the PUD within the City's municipal limits shall:

- (1) Petition the City for annexation of land in accordance with Chapter 43 of the Local Government Code, as amended.
- (2) Petition the City to zone the subject parcel of land as PUD.
- (3) Submit application for Preliminary and Final Plat approval to the City in accordance with the Subdivision Ordinance, as amended.

Such applications or petitions may all be interlinked and submitted together, so that all would be granted or none would be granted.

(d) Joint meetings of the City of Manor, City Council and the Planning and Zoning Commission may be held to consider the foregoing applications in accordance with Section 18 of the Zoning Ordinance.


Section 7. Severability. If any word, phrase, clause, sentence, paragraph, section or other part of this ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this ordinance to any other persons or circumstances, shall be affected thereby.

Section 8. Adoption. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each hearing on the PUD and meeting at which this ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such hearing and meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 9. Effective Date. This ordinance shall become effective immediately upon adoption and signature, except as otherwise provided above.

PASSED AND APPROVED this 23rd day of July, 1996.

THE CITY OF MANOR

By: 
Luis Suarez, Mayor

ATTEST:

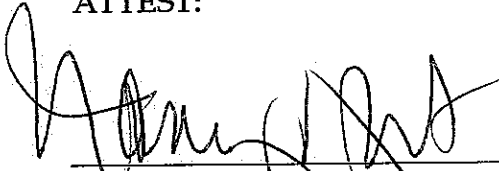

Nancy Boatright, City Secretary

Exhibit A-1

AREA INSIDE MANOR CITY LIMITS FOR "P.U.D. GENERAL LAND USE PLAN"

METES AND BOUNDS DESCRIPTION

Being all that certain 292.7963 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and out of that certain 97.212 acre tract (called Tract 2) in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, TCRPR, and being comprised of a 58.1610 acre tract (TRACT 1) called a 58.134 acre tract (called Second Tract of a 816.928 acre tract) in Deed to Austin Manor Investments recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR), and, a 0.3629 acre tract (TRACT 2) called a 0.36 acre tract (called Third Tract of a 203.39 acre tract) in said Deed to Austin Manor Investments recorded in Volume 8623, Page 931, TCRPR; and out of and part of that certain 758.794 acre tract (called First Tract of 816.928 acres) and out of and part of that certain 181.445 acre tract (called First Tract of 203.39 acres, both as described in Warranty Deed to Austin Manor Investments, and recorded in Volume 8623, Page 931, Travis County Real Property Records (TCRPR); all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69, Travis County, Texas, all being originally out of Tracts 2, 3, 4, 5, 6, 7, 8, and 9, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records, and being a 3.0418 acre tract situated in the JAMES MANOR SURVEY NO. 40, A-546 (called 3.055 acres), as described in Deed to Austin Manor Investments by Deed recorded in Volume 8103, Page 270, TCRPR; said 292.7963 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point marking the Northeast corner of the herein described tract, same being located at the intersection with the existing City of Manor City Limits Line, same being located in the East line of said 1020.318 acre tract and being further located North $31^{\circ}25'$ East-654.09 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract;

THENCE, South $31^{\circ}25'$ West, with the East line of said 1020.318 acre tract, a distance of 654.09 feet to a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290 with the said East line of the said 1020.318 acre tract;

THENCE, crossing said U.S. Highway 290, South $31^{\circ}49'03''$ West, a distance of 258.62 feet to an iron rod found marking the Northeast corner of the herein described tract, same being the Northeast corner of said 58.5239 acre tract, same being the Northwest corner of that certain 93.787 acre tract as conveyed by Deed to Ruben H. Johnson Company, recorded in Volume 5610, Page 828, Travis County Deed Records (TCDR), same being located in the South right-of-way line of U.S. 290 East (based on 222 feet in width) and being further located South $31^{\circ}49'03''$ West, a distance of 258.62 feet from a State Department of Highways and Public Transportation (SDHPT) concrete monument;

THENCE, South $31^{\circ}28'34''$ West, with the Southeast line of the herein described tract and the Southeast line of said 58.5239 acre tract, and the Northwesterly line of an old abandoned county road, as vacated in Volume D, Page 520, TCDR, a distance of 1620.28 feet to an iron rod found for angle point and corner, same being an internal "L" corner of said 93.787 acre tract, same being located North $56^{\circ}12'18''$ West, a distance of 20.78 feet from an iron rod found marking the Northwest corner of that certain 0.23 acre tract as conveyed by Deed to Cleora McVade, recorded in Volume 7585, Page 917, TCDR;

THENCE, South $33^{\circ}05'54''$ West, with the Southeast line of the herein described tract, a distance of 106.33 feet to a 60d nail found in fence corner marking the Southeast corner of the herein described tract and the Southeast corner of said 58.5239 acre tract, same being in the Northerly line of that certain 9.997 acre tract as conveyed by Deed to A. Jo Baylor, Trustee, recorded in Volume 865, Page 277, TCRPR;

THENCE, North 59°03'21" West, with the Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of said 9.997 acre tract, a distance of 356.38 feet to an iron rod found for angle point and corner;

THENCE, North 60°15'09" West, with the said Southwest line of the herein described tract and the said Northeast line of the 9.997 acre tract, passing at a distance of 43.45 feet a point marking the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Gary Warren, recorded in Volume 12187, Page 18, TCRPR, passing at a distance of 93.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to Howard Richards, recorded in Volume 12269, Page 1278, TCRPR, passing at a distance of 143.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to H. Schneider, recorded in Volume 8585, Page 396, TCRPR, passing at a distance of 193.45 feet the Southeast corner of that certain 0.115 acre tract conveyed by Deed to R. Eppright, recorded in Volume 8585, Page 393, TCRPR, passing at a distance of 243.45 feet the Southwest corner of that certain 0.115 acre tract conveyed by Deed to R. Rochner, recorded in Volume 8585, Page 390, TCRPR, and continuing a total distance of 350.91 feet to an iron rod found for angle point and corner, same being the Northwest corner of said 9.997 acre tract and the Northeast corner of the City of Manor Cemetery;

THENCE, North 59°52'02" West, with the said Southwest line of the herein described tract and the Northeast line of said City of Manor Cemetery, a distance of 366.67 feet to an iron rod found for angle point and corner, same being the Northwest corner of said Cemetery and the original Northeast corner of A. E. LANE'S ADDITION, a subdivision according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North 58°29'42" West, with the said Southwest line of the herein described tract and the said 58.5239 acre tract and the Northeast line of that certain tract conveyed to Anderson by Deed recorded in Volume 8702, Page 813, TCRPR, a distance of 141.14 feet to an iron rod found for angle point and corner;

THENCE, with the said Southwest line of the herein described tract and of the said 58.5239 acre tract and the Northeast line of said A. E. LANE'S ADDITION, and the Southwesterly line of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, the following five (5) courses and distances:

- (1) North 59°05'39" West, passing at a distance of 103.35 feet the Southeast corner of Lot 7 of COTTONWOOD COMMERCIAL SOUTH SECTION ONE, a subdivision of a portion of said 58.5239 acres recorded in Volume 94, Page 393, TCPR, and continuing a total distance of 457.00 feet to an iron rod set for angle point and corner;
- (2) North 59°00'00" West-359.92 feet to an iron rod set for angle point and corner;
- (3) North 59°05'00" West-243.47 feet to an iron rod found for angle point and corner;
- (4) North 58°42'33" West, passing at a distance of 81.40 feet an iron rod found marking the common North corner of Lot 1 and Lot 2, Block 11, A. E. LANE'S ADDITION, passing at a distance of 133.75 feet an iron rod found marking the common North corner of Lot 2 and Lot 3, passing at a distance of 186.33 feet an iron rod found marking the common North corner of Lot 3 and Lot 4, and continuing a total distance of 314.95 feet to an iron rod found for angle point and corner; and
- (5) North 58°51'13" West-112.14 feet to an iron rod set marking the Southwest corner of said 58.1610 acre tract, the Southeast corner of said 0.3629 acre tract and the common West corner of said T. M. RECTOR ESTATE Tract 3 and Tract 4;

THENCE, continue with the Southwest line of the herein described tract and of the said 0.3629 acre tract and the said Northeast line of A. E. LANE'S ADDITION the following two (2) courses and distances:

- (1) North 58°51'13" West-81.45 feet to an iron rod found marking the West 1/2 of Lot 8, Block 10; and
- (2) North 58°26'34" West-149.08 feet to an iron rod set for the most Westerly corner of the herein described tract and of said 0.3629 acre tract, same being located in the said South right-of-way line of U.S. 290 East (variable width), same being the most Westerly apex corner of said 58.5239 acre tract, and of said COTTONWOOD COMMERCIAL SOUTH SECTION ONE;

THENCE, crossing said U.S. Highway 290 North $59^{\circ}13'54''$ West, a distance of 0.32 feet an iron rod set for angle point and corner, same being in the original Northeast line of A. E. LANE'S ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 223, Travis County Plat Records (TCPR);

THENCE, North $59^{\circ}17'58''$ West, with the Southwesterly line of said 203.39 acre tract and the Northeast line of said A. E. LANE'S ADDITION, passing at a distance of 1.98 feet an iron rod found and continuing a total distance of 295.07 feet to an iron rod found marking the Northeast corner of said 3.0418 acre tract, same being the common North corner of Lot 7 and Lot 8, Block 3, said A. E. LANE'S ADDITION, same being further located South $59^{\circ}07'23''$ East, a distance of 100.33 feet from an iron pipe found marking the Northwest corner of Lot 6, Block 3, and the original Northwest corner of said A. E. LANE'S ADDITION;

THENCE, South $13^{\circ}42'48''$ West, with the East line of said 3.0418 acre tract and the East line of said Lot 7, Block 3, a distance of 178.33 feet to an iron rod set for the Southeast corner of said 3.0418 acre tract, same being located in the curving North right-of-way line of U.S. 290 East;

THENCE, in a Southwesterly direction along the arc of a curve to the left and with the said North right-of-way line of U.S. 290 East, said curve having a radius of 3836.62 feet, a chord bearing and distance of South $87^{\circ}01'47''$ West-42.27 feet to an iron rod found for angle point and corner;

THENCE, North $64^{\circ}14'41''$ West, with a Southwest line of the said 3.0418 acre tract and the Northeasterly right-of-way of Gregg-Manor Road, a distance of 347.67 feet to a SDHPT brass monument found for angle point and corner;

THENCE, with the Easterly right-of-way line of Gregg-Manor Road and the West line of said 3.0418 acre tract and said 203.39 acre tract, and the herein described tract, the following eleven (11) courses and distances:

- (1) North $34^{\circ}16'29''$ West-220.71 feet to an iron rod found for angle point and corner;
- (2) North $35^{\circ}24'43''$ West-200.14 feet to an iron rod found for angle point and corner;
- (3) North $34^{\circ}33'22''$ West-141.01 feet to an iron pipe found marking the most Westerly corner of said 3.0418 acre tract, same being in the Westerly line of said 203.39 acre tract;
- (4) North $58^{\circ}35'33''$ West-2.78 feet with the said Westerly line of the 203.39 acre tract to an iron rod set for corner and the point of curvature of a curve to the right;
- (5) In a Northwesterly direction along an arc of a curve to the right, said curve having a radius of 532.96 feet, an arc length of 322.71 feet, a chord bearing and distance of North $09^{\circ}10'09''$ West-317.80 feet to an iron rod found for point of tangency,

same being further located South $82^{\circ}01'15''$ East-79.83 feet from an iron rod found on the West right-of-way line of said Gregg-Manor Road;

- (6) North $08^{\circ}09'25''$ East-625.30 feet to a point for corner;
- (7) North $08^{\circ}09'25''$ East-207.80 feet to a point of curvature;
- (8) In a Northeasterly direction along the arc of a curve to the left, said curve having a radius of 2905.45 feet, an arc length of 451.27 feet, a chord bearing and distance of North $03^{\circ}43'55''$ East-450.81 feet;
- (9) North $00^{\circ}47'03''$ West-282.72 feet to a point of curvature;
- (10) In a Northwesterly direction along the arc of a curve to the left, said curve having a radius of 1469.50 feet, an arc length of 599.72 feet, a chord bearing and distance of North $12^{\circ}24'45''$ West-595.57 feet; and
- (11) North $24^{\circ}05'00''$ West, a distance of 275.25 feet to an iron rod set for the Northwest corner of the herein described tract, same being located in the curving said City of Manor City Limits Line;

THENCE, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $78^{\circ}20'55''$ East-1029.14 feet to a point of compound curvature for a corner of the herein described tract;

THENCE, continue, in a Southeasterly direction along the arc of a curve to a right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South 65° 02' 05" East-545.91 feet to a point of tangency of the herein described tract;

THENCE, South 59° 05' 36" East, with the said City of Manor City Limits Line, a distance of 4380.39 feet to the POINT OF BEGINNING and containing 292.7963 acres of land, not including the area encompassed by existing U.S. Highway 290 right-of-way.

Compiled From Office and Field Information By:

Robert M. Sherrod, R.P.L.S.
GEO, A Geographical Land Services Co.
4412 Spicewood Springs Road, #1002
Austin, Texas 78759

RMS:ks
May 28, 1996
Revised: July 22, 1996
GEO Job No. 966467



Exhibit A-2

AREA OUTSIDE MANOR CITY LIMITS FOR "P.U.D. GENERAL LAND USE PLAN"

METES AND BOUNDS DESCRIPTION

Being all that certain 956.2034 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and out of that certain 97.212 acre tract (called Tract 2) in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, TCRPR, all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69 AND NO. 70, Travis County, Texas, all being originally out of Tracts 2, 4, 5, 6, 7, 8, and 9, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records; said 956.2034 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point marking the Southeast corner of the herein described tract, same being located at the intersection with the existing City of Manor City Limits Line, same being located in the East line of said 1020.318 acre tract and being further located North $31^{\circ}25'$ East-654.09 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract, same being in the West line of that certain tract to R. A. Butler as recorded in Volume 4968, Page 2223, TCDR;

THENCE, North $31^{\circ}25'$ East, with the said East line of 1020.318 acre tract, a distance of 502.95 feet to an internal "L" corner, same being the Northwest corner of said Butler tract;

THENCE, South $58^{\circ}59'$ East, a distance of 4.21 feet to a point for external "L" corner, same being the Southwest corner of a tract to R. C. Sneed as recorded in Volume 4678, Page 1843, TCDR;

THENCE, North $31^{\circ}04'$ East, with the said East line of 1020.318 acre tract, a distance of 1128.36 feet to an angle point for corner;

THENCE, North $30^{\circ}25'$ East, with the said East line of 1020.318 acre tract, a distance of 1079.18 feet to a point for corner, same being the Southeast corner of that certain 150.00 acre tract to Russell Eppright;

THENCE, North $30^{\circ}25'$ East, with the said East line of 1020.318 acre tract, a distance of 436.19 feet to an angle point for corner, same being the Northwest corner of said Sneed tract and the Southwest corner of that certain tract to G. J. Eppright as recorded in Volume 4036, Page 513, TCDR;

THENCE, North $30^{\circ}57'$ East, with the said East line of 1020.318 acre tract, a distance of 1714.11 feet to a point marking the Northeast corner of said 1020.318 acre tract, same being the common East corner of Tracts 7 and 8, said T. M. RECTOR ESTATE;

THENCE, North $30^{\circ}57'$ East, with the East line of said 150.00 acre tract, a distance of 1523.35 feet to an iron rod found for the Northeast corner of the herein described tract, same being located in the West line of that certain tract to D. S. Daniel as recorded in Volume 6759, Page 2272, TCDR, same being the Southeast corner of that certain tract to E. Gonzenback as recorded in Volume 3188, Page 1047, TCDR;

THENCE, North $58^{\circ}56'$ West, with the North line of said 150.00 acre tract, a distance of 1857.88 feet to angle point, same being the most Northerly Northwest corner of said 150.00 acre tract and the Northeast corner of said 97.212 acre tract;

THENCE, North $58^{\circ}56'$ West, with the North line of said 97.212 acre tract, a distance of 3185.81 feet to an iron rod found for the Northwest corner of said 97.212 acre tract, same being an internal corner of that certain tract to E. Weiss as recorded in Volume 681, Page 216, TCDR;

THENCE, South $34^{\circ}17'$ West, with the West line of said 97.212 acre tract, a distance of 337.78 feet to an angle point;

THENCE, South $32^{\circ}35'$ West, with the said West line of the 97.212 acre tract, a distance of 1185.56 feet to a point for the Southwest corner of said 97.212 acre tract, same being the most Northerly corner of said 1020.318 acre tract, same being in the common line of said Tracts 7 and 8, T. M. RECTOR ESTATE;

THENCE, South $32^{\circ}35'$ West, with a West line of said 1020.318 acre tract, a distance of 210.79 feet to an iron rod found for internal "L" corner;

THENCE, with the North line of said 1020.318 acre tract, the following five (5) courses and distances:

- (1) North $59^{\circ}42'$ West-437.88 feet, to an iron pipe found for angle point;
- (2) North $60^{\circ}15'$ West-247.97 feet, to an angle point;
- (3) North $59^{\circ}31'$ West-367.73 feet, to an angle point;
- (4) North $58^{\circ}55'$ West-356.59 feet, to an angle point; and
- (5) North $60^{\circ}16'$ West-552.57 feet, to an iron rod found for the Northeast corner of said 1020.318 acre tract, same being in the Southeasterly right-of-way line of Fuchs Grove Road (60 feet in width);

THENCE, South $30^{\circ}49'$ West, with the said Southeasterly right-of-way line of Fuchs Grove Road and the West line of said 1020.318 acre tract, a distance of 3706.11 feet to an iron rod found marking the Southwest corner of said 1020.318 acre tract, same being located in the Northeasterly right-of-way line of Gregg-Manor Road (80 feet in width);

THENCE, with the said Northeasterly right-of-way line of Gregg-Manor Road and the Southwest line of said 1020.318 acre tract, the following seven (7) courses and distances:

- (1) South $18^{\circ}01'$ East-263.64 feet to a point of curvature;
- (2) In a Southeasterly direction along the arc of a curve to the right, having a radius of 613.20 feet, a chord bearing and distance of South $05^{\circ}28'$ East-266.49 feet to a point of tangency;
- (3) South $07^{\circ}05'$ West-342.26 feet to a point of curvature;
- (4) In a Southeasterly direction along the arc of a curve to the left, having a radius of 532.82 feet, a chord bearing and distance of South $05^{\circ}05'$ East-224.59 feet to a point of tangency;
- (5) South $17^{\circ}15'$ East-416.20 feet to a point of curvature;
- (6) In a Southeasterly direction along the arc of a curve to the left, having a radius of 1392.09 feet, a chord bearing and distance of South $20^{\circ}40'$ East-165.93 feet to a point of tangency; and
- (7) South $24^{\circ}05'$ East-118.95 feet to an iron found marking the Southwest corner of the herein described tract of land, same being at the intersection of the existing City of Manor City Limits Line;

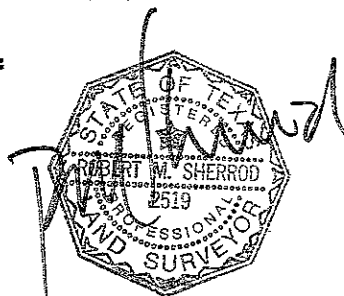
THENCE, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $78^{\circ}20'55''$ East-1029.14 feet to a point of compound curvature for a corner of the herein described tract;

THENCE, continue, in a Southeasterly direction along the arc of a curve to the right and with the said City of Manor City Limits Line, said curve having a radius of 2640.00 feet, a chord bearing and distance of South $65^{\circ}02'05''$ East-545.91 feet to a point of tangency of the herein described tract;

THENCE, South $59^{\circ}05'36''$ East, with the said City of Manor City Limits Line, a distance of 4380.39 feet to the POINT OF BEGINNING and containing 956.2034 acres of land.

Compiled From Office and Field Information By:

Robert M. Sherrod, R.P.L.S.
 GEO, A Geographical Land Services Co.
 4412 Spicewood Springs Road, #1002
 Austin, Texas 78759
 RMS:ks
 May 28, 1996
 Revised: July 22, 1996
 GEO Job No. 966467



(Enlargement of notes from approved PUD plan.)

GREGG LN.

Planned Unit Developm

General Land Use Plan

NOTES

Boundaries and Areas. The interior boundaries and areas shown in this plan have not been surveyed. They are approximations. An approved subdivision plat may change a boundary or area as a non-substantial amendment, but only if the PUD remains within the maximum densities and yields stated in the Land Account Table.

Non-Substantial Amendments. Non-substantial amendments to this plan may be approved by the Zoning & Planning & Planning Commission (when acting on a plat), by the City Engineer or other designated City plan reviewer, without Council action. Approval of an amendment shall be expeditiously granted if: (1) the amendment is applied for as prescribed by this plan and (2) the amendment is not a "substantial amendment" as defined. Non-substantial amendments are deemed to be in compliance with this plan, the zoning ordinance and the comprehensive plan.

Intensity of Uses; Conversion. An amendment that increases a land use intensity of an area shown in this plan is deemed to be substantial, unless there is a corresponding and equivalent decrease in the intensity in another area or areas. Intensity is measured in dwelling units (or DU's) for purely residential uses and square feet of gross building floor space (SF's) for other uses. See the Land Account Table. DU's can be converted to SF's, and vice versa, at the rate of 2,000 SF's per DU.

All Plans Incorporated, Etc. This plan incorporates the Land Use Plan and all other plans required by the zoning ordinance.

Non-Residential Use. The maximum amount of non-residential uses which may be contained in a residential tract designated in this plan is 10%.

LAND ACCOUNT TABLE

Land Use	Area (Acres)	Density	Yield	Req. Po
MF	Multi Family	30.69	20 / Ac.	614 DU
				Pe Ordin

entail uses and square feet of gross building floor space. See the Land Account Table. DU's can be converted to SF's, and versa, at the rate of 2,000 SF's per DU.

Platts Incorporated, Etc. This plan incorporates the Land Use Plan and all other plans required by the zoning ordinance.

Non-Residential Use. The maximum amount of non-residential uses which may be contained in a residential tract designated in this plan is 10%.

(Enlargement of notes from approved PUD pl.

LAND ACCOUNT TABLE

Land Use	Area (Acres)	Density	Yield	Req. Parking	Min. Lot size	Setbacks			Max. Height
						Front	Rear	Side	
MF	30.69	20 / Ac.	614 DU	Per Ordinance	8,000 SF 50' width	15'	10'	10'	3 Stories
SF	531.35	4 / Ac.	2125 DU	Per Ordinance	4,500 SF 40' width	10'	10'	5'	2 Stories
PS	440.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 Stories
PF	48.58	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5 Stories
C	44.06	1.0 FAR	1,919,108 SF	Per Ordinance	5,750 SF 50' width	25'	0'	10'	5 Stories
I	171.40	1.0 FAR	7,466,032 SF	Per Ordinance	5,750 SF 50' width	0'	0'	0'	5 Stories
Total	1267.00								

Slopes greater than 15%

(Enlargement of notes from approved PUD plan.

ADDITIONAL CONDITIONS

Because of the numerous in-depth reviews this plan has received, not only by the City Council and by the Zoning & Planning Commission, but also by the City's consultants and committees and various other engineers and land planners, and also because of the overlapping utility district jurisdiction and the associated mandatory planning for water, sewer and drainage, the following items are waived (or modified) for this plan: (i) locations and dimensions of setback areas are defined by use district and shall be specified when individual plats are approved, (ii) no fees have been established at the time this plan is submitted, so none is applicable to this plan, (iii) any necessary agreements, provisions and covenants governing use, maintenance, etc. shall be provided with each plat, (iv) additional development plans or reports are not required for this PUD, but any application for amendment must include a clear description and explanation of the proposed amendment, (v) no expiration dates are required for site plans, (vi) street patterns may be designed to encourage multiple routes through neighborhoods, so long as they do not unduly encourage through traffic, (vii) setbacks are prescribed, by land use, in the Land Account Table, (viii) curb cuts will be identified at time of building permits.

PHASING APPROACH

PHASE I SF#1, SF#2, SF#3, PF#1, PF#2, MF#1, C#3, C#4, C#5, C#6, C#7 and part of PS#1. Shall commence by Dec. 31, 1999.

PHASE II SF#5, SF#6, PF#4, MF#2, C#1, C#2, I#2 and part of PS#1.

PHASE III SF#4, SF#7, SF#8, PF#3, PF#5, PF#6, PF#7, I#1 and part of PS#1. Shall conclude by Dec. 31, 2026.

July 11, 1996

The Honorable Mayor and
City Council of Manor

RE: Cottonwood Planned Unit Development

land planning

landscape architecture

urban design

environmental graphics

At the request of your consulting city engineer, we offer the following explanation of several points in our Planned Unit Development (P.U.D.) application. It is important to keep in mind the philosophy behind the P.U.D. classification expressed in the zoning ordinance. For your convenience, we have paraphrased it as follows:

"The purpose and intent of a Planned Unit Development District is to provide a flexible, alternative procedure to encourage imaginative and innovative designs for the unified development of property..." and further, "When considering a P.U.D., the unique nature of each proposal for a P.U.D. may require, under proper circumstances, the departure from the strict enforcement of certain present codes and ordinances, e.g., without limitation, the width of surfacing of streets and highways, lot size, set backs, alleyways for public utilities, curbs, gutters, sidewalks, and street lights, public parks and playgrounds, school sites... Final approval of a P.U.D. by the city council shall constitute authority for such flexible planning to the extent that the P.U.D. as approved departs from the existing codes and ordinances."

The table below attempts to clarify "departures" from the ordinances and states the benefits of each.

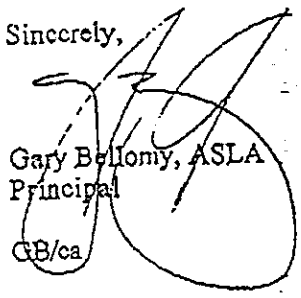
<u>Departure Item</u>	<u>Benefit</u>	
1. Width of minor street @ 24'-26' rather than 30'.	Slower vehicle speeds, more room for street trees to shade street area, less paving and impervious cover.	
2. Single family lot size at 4,500 sf likely rather than 7,500 (R-1) or 7,200 (R-2).	Allows ample room for smaller houses to be built; allows many small neighborhood parks to be included in plan.	8711 burnet road
3. Minimum lot width of 40' rather than 60'.	Makes more efficient use of land and allows large greenbelt areas to be incorporated in plan; works in harmony with curving street layouts to vary front and rear lot widths along curvature.	unit 170 austin, texas 78757 512.467.7767 phone
4. Single family setbacks of 10' front, 10' rear and 5' side yard. Multi-family setbacks of 15' front, 10' side and 10' rear.	Allows buildings to be closer to street, thus encouraging a more lively street atmosphere, allows garages to be near alleys for proper access.	512 452 2378 fax a clean cut affiliate

Page 2

5. Dwelling unit density for multi-family of 20 dwelling units/acre vs. 36 dwelling units/acre in ordinance. Provides for a more probable suburban density of development.

We hope this summary aids in your review of the Cottonwood P.U.D., and we look forward to discussing the project next week.

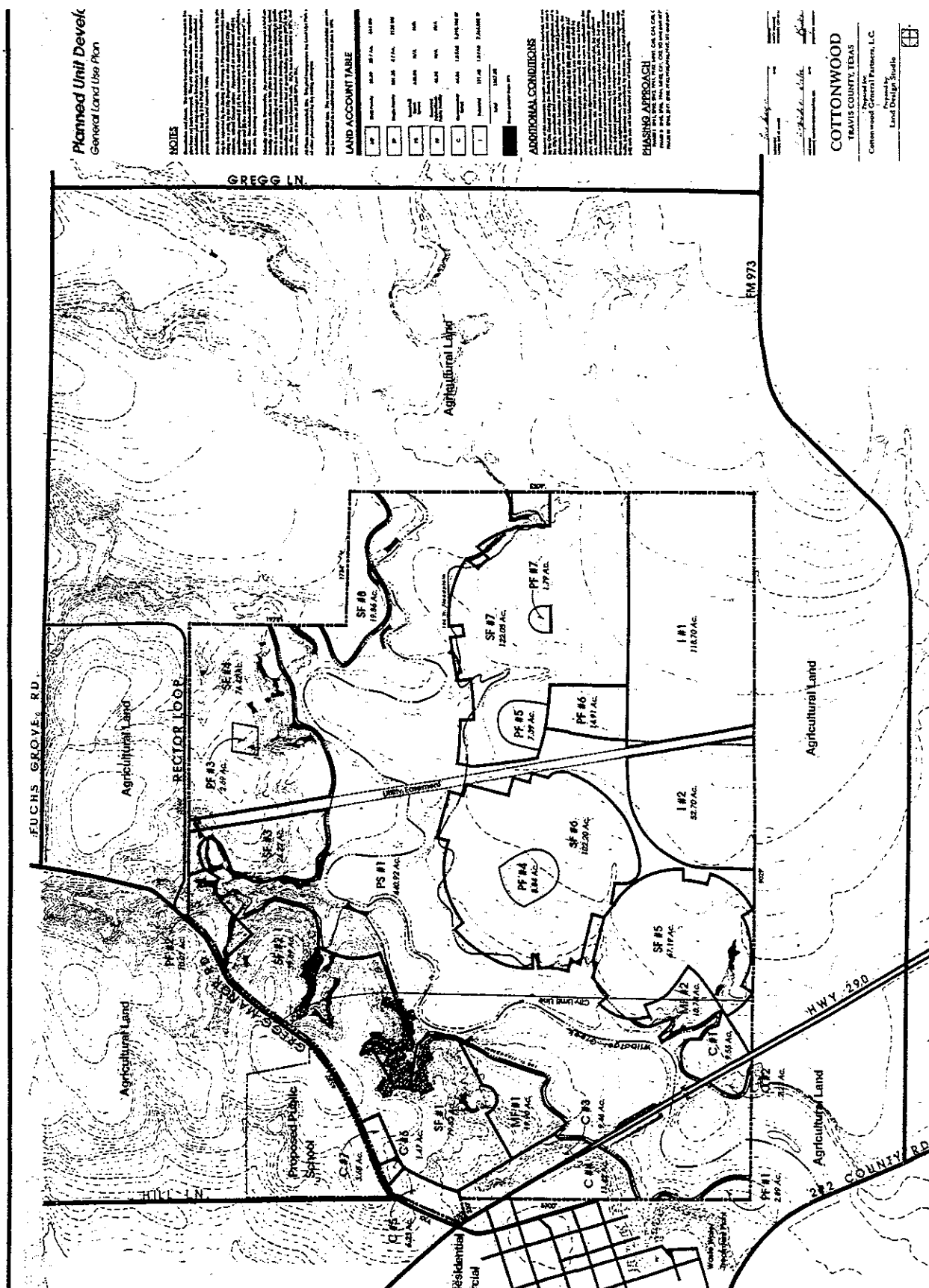
Sincerely,



Gary Bellomy, ASLA
Principal

GB/ca

cc: Jim Koehn
Dick Lilly
Jim Carpenter



1/26/05

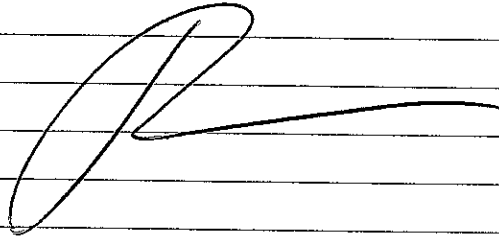
SHADOW GLEN

MINIMUM LOT WIDTHS

<u>PERCENT</u>	<u>MINIMUM WIDTH</u>
25% -	45 - FOOT
20% -	50 - FOOT
20% -	55 - FOOT
20% -	60 - FOOT
15% -	65 - FOOT

Agreed

Shadow Glen Residential Committee, Ltd.



ShadowGlen Residential

Lot Analysis

as of 01.10.05

Section	Lot Size	# of Lots
1A	70'	39
1B	70'	45
2A	65'	34
2B	65'	58
3A	60'	33
3B	60'	55
4A	55'	36
4B	55'	50
Lots "on-ground"		350
5	55'	39
6	60'	35
7	55'	60
8	60'	55
Lots "under const"		189
9	65'	52
10	60'	54
Lots "pending approval"		106
11	65'	60
12	70'	36
13	70'	33
Lots "not submitted"		129
TOTAL LOTS		774

more under 119'

Article 2 The Project

2.01. The Project includes all water and wastewater system pipes, lines and facilities, roads, sidewalks, lighting, drainage and other infrastructure to serve the lots in the Subdivision. Developer shall construct all water and wastewater pipes and facilities and all other infrastructure within the Property that are required by regulatory authorities with jurisdiction over the Property and that are reasonably necessary to serve the lots in the Subdivision. All such improvements and infrastructure shall be designed, installed and constructed in compliance with the City's standards and specifications set forth in its ordinances, good engineering practices, and the applicable rules, regulations and standards of the Texas Natural Resource and Conservation Commission ("TNRCC"), hereinafter collectively the "Applicable Law", save and except only for the variances, if any, set forth in **Exhibit "G"** (the "Variances").

2.02. The Subdivision will be a mixed use development consisting of approximately 500 acres of single-family residential lots, 100 acres of commercial development, 70 acres of multi-family development, 165 acres of road right-of-way, 3 acres of reserve, and an 18-acre school site, with the remaining approximately 580 acres of the Subdivision being developed as a golf course (with its associated club house and maintenance buildings) and parks and recreational facilities or left as open space. The mixed use development will be laid out, installed and constructed in substantial compliance with the Concept Plan and the PUD Plan. All variances requested for the Property from ordinances of the City are listed in **Exhibit "G"** attached hereto and incorporated herein for all purposes. The Subdivision may be designed, installed and constructed in one or more phases.

Article 3 Project Plans, Specifications and Performance

3.01. (a) Prior to its execution of this Agreement, the City has:

(i) Processed and approved the Developer's petition attached hereto as **Exhibit "D"**, and incorporated the property described therein into the City's ETJ.

(ii) Processed and approved the Concept Plan;

(iii) Processed and approved the PUD Plan; and

(iv) Granted the Variances.

(b) The City has scheduled public hearings and has initiated the process and procedures to annex into the city the property described in **Exhibit "B"** and will complete the annexation of such property within ninety (90) days after the Effective Date; provided that, if the City Council shall not annex such property within ninety (90)

EXHIBIT "G"
VARIANCES

ZONING VARIANCES

- A. Single-family residential lots in the Property shall have a minimum of 6,000 square feet, and ten percent (10%) of the lots in the Property to have a minimum of 5,000 square feet.
- B. Single-family residential lots in the Property shall have a minimum of 50 feet of width along the front property line.
- C. Single-family residential lots in the Property shall have a minimum setback from the front of each lot of either 25 or 20 feet.
- D. Single-family residential lots in the Property shall have a minimum set back from back of each lot of ten (10) feet.
- E. Single-family residential lots in the Property with a width along the front property line of 55 feet or less shall have a minimum set back from the sides of each lot of five (5) feet.
- F. Multi-family residential development shall have a maximum height of three (3) stories or 50 feet.
- G. Retail/Commercial/Office/Employment Center development shall have a maximum height of ten (10) stories or 150 feet.
- H. The Clubhouse and related permitted structures in the Open Space shall have a maximum height of three (3) stories or 50 feet.
- I. Ten percent (10%) of non-residential tracts shall be reserved for open space.
- J. A development plan and report shall be submitted with the filing of each final plat.
- K. Withdrawn by Cottonwood Holdings, Ltd.
- L. A walkway/bicycle path system plan shall be submitted with the filing of each final plat.
- M. The number of curb cuts for each non-residential tract shall be submitted with the filing of each final plat.
- N. Cultural and medical facilities shall be allowed, but not required, in the PUD.

- O. Lexington may cross Wilbarger Creek via a low water crossing equipped with a system in which gages will be installed upstream on Wilbarger Creek that will provide audible and visual warning to drivers on Lexington if stream flows indicate that water will top the bridge before gates located on either side of the low water crossing close, preventing drivers from driving on to the low water crossing.
- P. A L.O.M.R. shall be submitted prior to final platting of any lot located within the present 100-year flood plain.

SUBDIVISION VARIANCES

- (i) An estimate of traffic volumes to be generated by all non-residential tracts shall be submitted with the filing of each final plat for a non-residential tract.
- 1. Single-family residential lots shall have a minimum of 6,000 square feet, and ten percent (10%) of the lots in the Subdivision to have a minimum of 5,000 square feet.
- 2. Single-family residential lots shall have a minimum of 50 feet of width along the front property line.
- 3. Single-family residential lots shall have a minimum setback from the front of each lot of either 25 or 20 feet.
- 4. Single-family residential lots with a width of 55 feet or less along the front property line shall have a minimum set back from the sides of each lot of five (5).
- 5. Single-family residential lots shall have a minimum set back from the back of each lot of 10 feet.
- 6. Lots in the Subdivision are not required to face a similar lot across the street.
- 7. Side lot lines are not required to project away from the front line at approximately right angles to street lines and radial to curved street lines.
- 8. An aerial photograph may be submitted at the preliminary plat stage rather than a tree survey showing trees of an 8-inch caliper and larger to the nearest one (1) foot and their Critical Root Zone.
- 9. A L.O.M.R. shall be submitted prior to final platting of any lot located within the present 100-year flood plain.
- 10. Lexington may cross Wilbarger Creek via a low water crossing equipped with a system in which gages will be installed upstream on Wilbarger Creek that will provide audible and visual warning to drivers on Lexington if stream flows indicate that water will top the bridge before gates located on either side of the low water crossing close, preventing drivers from driving on to the low water crossing.

11. The area of non-rectangular lots shall be provided with the filing of a final plat, and non-rectangular lots shall have a minimum of 40 feet of width measured at the front line of the building, provided that the area of the lot meets or exceeds the maximum lot square footages for the Subdivision.
12. An inventory of Significant Trees that identifies the number of Significant trees by category (trees eighteen (18) inches in caliper and larger and trees between eight (8) and eighteen (18) inches in caliper) to remain during construction and the number of Significant Trees in each category designated to be removed during construction shall be submitted with the filing of the final plat.
13. The number of Replacement Trees, established in accordance with the replacement ratio in Section 22.c.3.viii of Ordinance No. 159, that will be installed, without the identification of the particular location at which the Replacement Trees will be installed, shall be submitted at the final plat stage.

U:\RAMelvin\13640.1\manor\Cottonwood-da-ex-G.wpd, 12/19/2000

SUBDIVISION VARIANCES

1. An aerial photograph may be submitted at the preliminary plat stage rather than a tree survey.
2. An inventory of Significant Trees that identifies the number of Significant Trees by category (trees 18 inches in caliper and larger and trees between 8 and 18 inches in caliper) to remain during construction and the number of Significant Trees in each category designated to be removed during construction shall be submitted with construction plans.
3. The number of Replacement Trees that will be installed, without the identification of the particular location at which the Replacement Trees shall be installed, shall be submitted with construction plans.
4. Significant Cottonwood, Hackberry or Mesquite Trees removed shall be replaced at a rate of 50% per caliper inch with an approved hardwood tree. All other Significant Trees must be replaced at the ratios defined in the City's Subdivision Ordinance.
5. All drainage improvements shall be designed in accordance with the City of Austin's Drainage Criteria Manual ("DCM"), as currently amended, save and except: (i) those provisions of the DCM set out in Section 41(b)(i) of the City of Manor Ordinance No. 159; (ii) Paragraph 1.2.6 of the DCM; (iii) Paragraph 2.2.1.A and 2.2.1.E of the DCM; and (iv) any other provisions of the DCM that would cause the flood plain delineation to be different from the 100-Year Floodplain established by FEMA. The location of the 100-Year Floodplain shall be the location established by FEMA.
6. A L.O.M.R. shall be submitted prior to the final platting of any lot located within the 100-Year Floodplain established by FEMA.
7. Lexington Street may cross Wilbarger Creek via a low water crossing equipped with a system in which gages will be installed upstream on Wilbarger Creek that will provide audible and visual warning to drivers on Lexington if stream flows indicate that water will top the bridge before gates located on either side of the low water crossing close, preventing drivers from driving on to the low water crossing. The low water crossing equipment must comply with City of Austin Special Specification 16700, as modified for Data Flow System SCADA equipment.
8. The lot size, height and placement, lot coverages, parking, and landscaping for each lot shall be as set forth in the Minimum Development Standards for lots within the Master Land Plan and outside the corporate boundaries of the City or as set forth in the PUD Variances for lots within the PUD and the corporate boundaries of the City.
8. Lots shall not be required to face a similar lot across the street.

9. Side lot lines shall not be required to project away from the front lot line at approximately right angles to street lines and radial to curved street lines.
10. The construction of sidewalks in residential areas need not be completed prior to the final approval and acceptance of a final plat, but must be completed prior to the issuance of a certificate of occupancy or within 2 years from the approval of the final plat. A cost estimate for the construction of any sidewalks in residential areas not constructed prior to the final approval and acceptance of the final plat shall be prepared and a bond for 110% of such costs shall be posted with the City. Each year the Developer and City may agree to the additional sidewalks in residential areas that were completed during the previous year and reduce the amount of the bond to reflect the construction costs of the sidewalks that have been completed. Sidewalks in residential areas not completed prior to the end of the 2-year period shall be completed by the Developer or by the City with the bond funds. Failure to provide sufficient bonds or complete the sidewalks in residential areas shall not obligate the City to build sidewalks. The construction of sidewalks in non-residential areas shall be completed during subdivision construction.
11. The area within the City's territorial jurisdiction zoned District "O-S" shall satisfy the City's parkland dedication requirements for all land shown within the PUD or the Master Land Plan. All property identified as Open Space on the PUD Plan or on the Master Land Plan shall be dedicated to the City or to a municipal utility district.
12. The area of non-rectangular lots shall be provided with the filing of a final plat.

AMENDED AND REVISED MASTER PLAN PUD VARIANCES

The following zoning variances shall apply to Property located within the PUD and within the corporate limits of the City.

1. Approved Land Uses

The land uses shown on the Amended and Revised Master Plan shall be permitted. Changes to the location of the land uses shown on the Amended and Revised Master Plan shall be granted by the City Administrator if the proposed land uses are consistent with the following table:

Land Use	Acreage	Percentage of Total Acreage
Commercial (C-1 & C-2)	80.9	13.15
Multi-family Residential (R-3)	15.7	2.5
Open Space (OS)	508.9	82
Institutional (I)	5.2	0.85
Major Roadways	9.4	1.5
Total	620.1	100

2. Minimum Lot Size, Height and Placement Requirements

Land Use	Front Yard Setback	Side Yard Setback	Street Side Yard Setback	Rear Yard Setback	Min. Lot Size SF Area	Min. Lot Width	Max. Height Limit
C-1 & C-2	25 ft.	7 ft.	15 ft.	15 ft.	7,500	60 ft.	60 ft.*
R-3	15 ft.	5 ft.	15 ft.	10 ft.	7,000	50 ft.	50 ft.
OS ***	25 ft.	10 ft.	15 ft.	25 ft.	7,000	60 ft.	50 ft.
I	25 ft.	15 ft.	15 ft.	15 ft.	7,500	60 ft.	35 ft.**

* This height limit does not apply to hotels. Hotels may be erected to a height not to exceed 10 stories or 150 feet.

** This height limit does not apply to water towers.

*** The requirements for the OS District are subject to the following exceptions:

- (a) The minimum front yard, rear yard and side yard setbacks for the Clubhouse Facility and the Comfort Station shall be 0 feet.
- (b) The minimum front yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet, unless the front yard adjoins a single-family residential development, in which case the front yard setback will be 25 feet from the single-family residential development.

- (c) The minimum side yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet, unless the side yard adjoins a single-family residential development, in which case the side yard setback will be 25 feet from the single-family residential development.
- (d) The minimum street side yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet.
- (e) The minimum rear yard setback for any structure located within that portion of the open space being developed as a golf course shall be 5 feet, unless the rear yard adjoins a single-family residential development, in which case the rear yard setback will be 25 feet from the single-family residential development.

3. Lot Coverage

Land Use	Main Buildings	Main & Accessory Buildings
C-1 & C-2	60%	70%
R-3	40%	50%
OS	50%	60%
I	50%	60%

4. Parking

(a) Off-street parking areas for more than five vehicles and loading areas shall be effectively screened by a privacy fence, hedge, planting or natural vegetation or topography on each side which adjoins land designated for a residential use or a residential use.

(b) The Site Development Plan for the Clubhouse Facility, including cart barn, may include up to 205 parking spaces.

5. Landscaping

(a) Except as expressly provided in subsection (b), the following percentage of the net area of each lot shall be landscaped. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

Land Use	Net Lot Area
C-1 & C-2	15%
R-3	20%
OS	20%
I	N/A

(b) The Site Development Plan for the Clubhouse Facility, including the cart barn and parking, shall include 65 trees and 133 shrubs.

(c) Landscaping placed within public right-of-ways shall not be credited to the minimum landscape requirements by this Section unless the developer and the City negotiate a license agreement by which the developer assumes the responsibility for the maintenance, repair and replacement for all landscaping located within the public right-of-way.

6. Maximum Density

Land Use	Maximum Density
C-1 & C-2	1.8 to 1 FAR
R-3	21 units/acre

MASTER LAND PLAN MINIMUM DEVELOPMENT STANDARDS

The following minimum development standards shall apply to Property identified on the Master Land Plan that is located outside the corporate limits of the City.

Approved Land Uses

Land uses shall be as shown on the Master Land Plan; provided, however, that amendments to the land uses shown on the Master Land Plan shall be granted by the City Administrator (a) if the proposed land uses are consistent with the following table or (b) if the proposed land uses contemplate an increase in the commercial land use acreage shown in the following table:

Land Use	Acreage	Percentage of Total Acreage
Single Family Residential	791.6	70.2
Multi-family Residential	111.6	10.00
Open Space	78.0	6.92
Commercial	15.5	1.38
Major Roadways	129.9	11.5
Total	1,126.6	100

Single Family Residential

The following minimum development standards shall apply to all land designated for Single Family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following uses are permitted:

- (a) Single-family dwellings with a minimum of 1,300 square feet of living area and related accessory structures.
- (b) Parks, playgrounds, community buildings and other public recreational facilities owned and/or operated by the City or a municipal utility district.
- (c) Public buildings, including libraries, museums, police and fire stations, and schools.
- (d) Water, sewer and drainage facilities owned by the City or a municipal utility district.
- (e) Real estate sales offices during the development of the single-family residential land and display buildings with sales offices.

(f) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.

(g) Accessory structures and uses customarily incident to the above uses and located on the same lot therewith, not involving the conduct of any business or commercial enterprise.

2. Minimum Lot Size

(a) The minimum lot areas shall be as follows:

< 5,000 sq. ft.	0%
5,000 sq. ft.	25%
5,500 sq. ft.	20%
6,000 sq. ft.	20%
6,500 sq. ft.	20%
7,400 sq. ft.	7.5%
8,200 sq. ft.	7.5%

(b) Except for cul-de-sac lots, the minimum lot width, measured at the front property line, shall be as follows:

50 ft.	55%
45 ft.	45%

(c) The minimum lot width for cul-de-sac lots, measured at the front property line, shall be 30 feet.

3. Height and Placement Requirements

Front Yard Setback	20 ft. for irregularly shaped lots 25 ft. for all other lots
Side Yard Setback	5 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	10 ft.
Maximum Height Limit	35 ft.*

* This height limit does not apply to: water towers; parks, playgrounds, community buildings and other public recreational facilities, owned and/or operated by the City, a municipal utility district or a property owners association; or public buildings, including libraries, museums, police and fire stations and schools. Parks, playgrounds, community buildings and other public recreational facilities, owned and/or operated by the City, a municipal utility district or a property owners association, and public buildings, including libraries, museums, police and fire stations and schools may be erected to a height of not to exceed sixty (60) feet.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 40%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 50%.
- (c) Open off-street parking will not be considered as lot coverage.

5. Parking

A minimum of two off-street parking spaces shall be provided for each single-family dwelling.

6. Landscaping

There shall be a minimum of two (2) two-inch trees, six (6) two-gallon shrubs and lawn grass from the front property line to the front two (2) corners of the structure. Structures on Reverse Frontage Lots shall also be required to screen the rear of the structure from abutting highway, access road or other public right-of-way.

7. Outdoor Lighting

Outdoor lighting on single-family residential property shall be located so as not to be directed directly upon adjoining property or create a nuisance for adjoining property owners. Lighting used for security purposes which will be operated during night hours will be located as close as is practicable to main dwellings.

8. Additional Conditions and Limitations

(a) All single family dwellings in this district shall be constructed so that a minimum of two sides shall be 100% of masonry construction, one side of which shall be the front of the structure. This requirement may be satisfied by constructing the front of 100% masonry and constructing two additional sides with at least 50% masonry construction. Masonry construction shall mean stone, brick, hardy board with more than a 90% masonry content or similar material, and shall not include hardy board with less than a 90% masonry content and like products.

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

Multi-family Residential

The following minimum development standards shall apply to all land designated for Multi-family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following use is permitted: attached single family structures with a minimum of 500 square feet of living area and permitted accessory structures generally known as apartments, with buildings not exceeding 3 stories, not more than 21 units per acre.

2. Minimum Lot Size

- (a) The minimum lot area shall be 7,000 square feet.
- (b) The minimum lot width, measured at the front property line, shall be 50 feet.

3. Height and Placement Requirements

Front Yard Setback	25 ft.
Side Yard Setback	5 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	10 ft.
Maximum Height Limit	50 ft.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 40%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 50%.
- (c) Open off-street parking will not be considered as lot coverage.

5. Parking

- (a) There shall be a minimum five (5) foot setback from the rear most wall of any garage, and from the curb line of any parking area, to the nearest property line.
- (b) Private garages and covered parking, if any, may be attached or detached.
- (c) A minimum of two (2) off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all weather asphalt, concrete, or paving stones, and curb and gutter.

6. Landscaping

A minimum of 20% of the net lot area shall be devoted to landscape development. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

7. Maximum Dwelling Units Per Acre

The maximum dwelling units per acre is 21.

8. Additional Conditions and Limitations

- (a) More than one building or structure may be located upon a lot.
- (b) All buildings and structures shall be separated by a minimum horizontal distance of ten (10) feet.
- (c) Unless otherwise satisfied pursuant to the City's Subdivision Ordinance, one (1) acre per one hundred (100) dwelling units, or 5% of the total site area, whichever is greater, shall be provided to satisfy recreational open space requirements; provided that the Council may, at its discretion, require the payment of an established fee in lieu of land dedication for each such dwelling unit. Such recreational open space shall be located or arranged so as to function as a recreational area and be uniformly beneficial to all of the dwelling units in the project or development. Open space required to separate structures shall not be considered to be a part of the required recreational open space.

Open Space

The following minimum development standards shall apply to all land designated as Open Space on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following primary uses are permitted:

- (a) Cemeteries
- (b) Conservation areas.
- (c) Golf Courses.
- (d) Outdoor recreational and athletic facilities.
- (e) Outdoor swimming pools.

- (f) Property Owners Association neighborhood parks, common open space, common open area, playgrounds and play fields.
- (g) Wildlife sanctuaries.

Only the following secondary uses are permitted:

- (a) Club Houses and Community Centers.
 - (b) Retail-oriented uses which are clearly secondary and customarily or necessarily incidental to permitted uses (a) through (h) including but not limited to the following:
 - (i) Retail sales and services operated as part of a golf course, recreational or athletic facility.
 - (ii) Retail sales and services sponsored by service clubs, non-profit societies or organizations or concessions contracted with the City, a municipal utility district, or a Property Owners Association.
 - (iii) Food and beverage sales, including alcoholic beverage sales, to members only.
 - (iv) Restaurants including alcoholic beverage sales which are operated as part of or in conjunction with a Club House for members only.
 - (c) Caretaker residence associated with permitted uses (a) through (h).
 - (d) Maintenance buildings required to house equipment and material to maintain a site.
2. Minimum Lot Size
- (a) The minimum lot areas shall be 7500 square feet.
 - (b) The minimum lot width, measured at the front property line, shall be 60 feet.

3. Height and Placement Requirements

Front Yard Setback	25 ft.
Side Yard Setback	10 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	25 ft.
Maximum Height Limit	60 ft.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 50%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 60%.
- (c) Open off-street parking and loading areas will not be considered as lot coverage.

5. Landscaping

A minimum of 20% of the net lot area shall be devoted to landscape development. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

Commercial

The following minimum development standards shall apply to all land designated for Commercial use on the Master Land Plan or any amendment of the Master Land Plan.

1. Permitted Uses

Only the following uses are permitted: the retail sale of goods and products (in the following listed use areas) to which value has been added on-site, including sales of goods and services outside of the primary structure as customary, with the following specifically listed uses:

- (a) Air conditioning and heating sales and services.
- (b) Amusement (indoor).
- (c) Amusement (outdoor) and swimming pool (commercial).
- (d) Apartment hotel, assisted retirement living, boarding house, bed and breakfast, convalescent home, family home, home for the aged and group day care.
- (e) Automobile repair, neighborhood automobile service station, gasoline station, filling or retail service station and garage (commercial).
- (f) Auto sales (outdoor).
- (g) Auto Sales Facility.
- (h) Bakeries with goods primarily prepared for in-store retail sales on site.
- (i) Banks, savings and loans, credit unions and financial services.

- (j) Bonded warehouse and local wholesale distributors.
- (k) Bar, night club, private club, dance hall and social club with alcoholic beverage sales.
- (l) Business and commercial schools.
- (m) Carpentry, painting, plumbing or tinsmith shop.
- (n) Child care center (small, intermediate and large) and child development facilities.
- (o) Cleaning or laundry self-service shop and cleaning shop or laundry (small).
- (p) Clinic and safety services.
- (q) Convenience stores, retail food store, grocery stores and supermarkets (including the sale of alcoholic beverages and/or gasoline).
- (r) Cultural services and community center (public and private).
- (s) Day camp.
- (t) Dancing and music academies.
- (u) Florist shops, greenhouses and nurseries with outdoor service and display.
- (v) Frozen food lockers and cold storage plant.
- (w) Hospitals, sanitariums, nursing homes, hospices, and homes for the aged.
- (x) Hotels, tourist homes, and motels.
- (y) Lumber yards and building materials storage yard.
- (z) Mini storage warehouse and storage garage.
- (aa) Personal service uses including barber shops, beauty parlors, photographic or artist studios, messengers, newspaper or telegraphic agencies, dry cleaning and pressing substations, dressmaking, tailoring, shoe repairing, repair of household appliances, electronics and bicycles, catering and other personal service uses of similar character.
- (bb) Public utilities substations.
- (cc) Radio and television broadcasting stations and studios, excluding broadcasting towers.

(dd) Restaurant, cafe or cafeteria, drive-in eating establishment with alcoholic beverage sales.

(ee) Sale of new auto parts.

(ff) Shopping center.

(gg) Telephone exchange, postal facilities and communication service.

(hh) Trailer camp or park.

(ii) Truck stop.

(jj) Upholstering shops.

(kk) Uses as determined by the Commission and/or the Council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that store and distribute goods and materials, and are in general dependent on raw materials refined elsewhere.

(ll) Wholesale sales establishments and warehouses.

(mm) Wholesale bakeries.

(nn) Woodyard.

(oo) Veterinary services and hospital.

2. Minimum Lot Size

(a) The minimum lot area shall be 7,500 square feet.

(b) The minimum lot width, measured at the front property line, shall be 60 feet.

3. Height and Placement Requirements

Front Yard Setback	25 ft.
Side Yard Setback	7 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	15 ft.
Maximum Height Limit	60 ft.*

* This height limit does not apply to hotels. Hotels may be erected to a height not to exceed 10 stories or 150 feet.

4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 60%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 70%.
- (c) Open off-street parking and loading areas will not be considered as lot coverage.

5. Parking

The following number of parking spaces shall be provided:

Use	Number of Parking Spaces
Hotels, Motels and similar transient accommodations	One space per bedroom and one space for each two employees
Rest homes, Hospitals, Nursing Homes, Convalescent Homes, sanitariums and similar uses	One space for each two employees and one space for each four patient beds
Bars, Cafes, Restaurants, Taverns, Night Clubs, and similar uses	One space for every four seats provided for customer service
Food Sales, Food and Beverage Sales, Convenience Stores, Truck stops and similar uses	One space for each 200 square feet of gross floor area
Banks, Offices, financial lending institutions, gasoline stations, personal service shops, retail establishments, shopping centers and similar uses catering to the general public	One space for each 250 square feet of gross floor area
Auto sales facilities	One space for every automobile for sale, one space for each two employees, and one space for each 250 feet of gross floor area
Golf courses (commercial)	One space for each two employees, six spaces for each hole, and one space for each 200 feet of gross floor area

6. Landscaping

A minimum of 15% of the net lot area shall be devoted to landscape development. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

7. Maximum Floor Area Ratio

The maximum floor area ratio is 1.8 to 1.

8. Additional Conditions and Limitations

(a) The permitted use must be conducted primarily within an enclosed building or screened area, except for customary outdoor activities for the specified use listed.

(b) Signs (advertising) must be on the same lot as the business establishments to which they refer and shall not be placed within twenty-five (25) feet of any land designated for Single Family Residential or Multi-family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

(c) Paved sidewalks, driveways and parking areas are required.

(d) Screening of loading and storage facilities is required.

All Uses Except Single Family Residential

The following minimum development standards shall apply to all land designated for any use except Single Family Residential use on the Master Land Plan or any amendment of the Master Land Plan.

1. Parking

(a) Handicapped Parking. Non-residential handicapped parking requirements are a minimum of one space for fifty parking spaces, and one additional space for over fifty parking spaces up to one hundred spaces, and then one space per one hundred spaces up to five hundred spaces. Over five hundred, it is one percent of total parking spaces. Dimensional requirements are twelve foot (12') and eighteen foot depth (18') per handicap space. The location and design of handicapped parking spaces shall be as required by state and federal law.

(b) Maximum Parking. The maximum number of spaces for a commercial area shall not exceed 150% of the parking requirements set out in Commercial Section 5 of these Minimum Development Standards.

(b) Development and Maintenance Standards for Parking Areas. Every parcel of land used as a public or private parking area, including commercial parking lots, shall be developed as follows:

(i) Off-street parking areas for more than five vehicles and loading areas shall be effectively screened by a privacy fence, hedge, planting or natural vegetation or topography on each side which adjoins land designated for a residential use or a residential use.

(ii) Except for parking to serve residential areas, parking and loading areas adjacent to land designated for residential use or adjacent to a residential use shall be designed to minimize disturbance of residents.

(iii) Access aisles shall be of sufficient width for vehicular turning and maneuver.

2. Landscaping

(a) Requirements. All landscape materials shall be installed according to American Association of Nurserymen (AAN) standards. An approved landscape plan shall be required for all new development.

(b) Maintenance. The owner of the landscaped property shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of this Section.

(c) Planting Criteria.

(i) Trees. Trees shall be a minimum of two (2) inches in caliper measured three (3) feet above finished grade immediately after planting. A list of recommended landscape trees may be obtained from the City. If the developer chooses to substitute trees not included on the recommended list, those trees shall have an average mature crown greater than fifteen (15) feet in diameter to meet the requirements of this Section. Trees having an average mature crown less than fifteen (15) feet in diameter may be substituted by grouping trees so as to create at maturity the equivalent of a fifteen foot (15) diameter crown if the drip line area is maintained. A minimum area three (3) feet in radius is required around the trunks of all existing and proposed trees.

(ii) Shrubs and Ground Cover. Shrubs, vines and ground cover planted pursuant to this section shall be good, healthy nursery stock. Shrubs must be, at a minimum, a one (1) gallon container size.

(iii) Lawn Grass. It is recommended that grass areas be planted with drought resistant species normally grown as permanent lawns, such as Bermuda, Zoysia, or Buffalo. Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in areas subject to erosion.

(iv) Synthetic Plants. Synthetic or artificial lawns or plants shall not be used in lieu of plant requirements in this section.

(v) Architectural Planters. The use of architectural planters may be permitted in fulfillment of landscape requirements.

(vi) Other. Any approved decorative aggregate or pervious brick pavers shall qualify for landscaping credit if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.

(d) Exceptions. Exceptions to these provisions may be granted by the Commission and/or Council to require a lesser amount of landscaping if the aesthetic, buffering and environmental intent of this Section is met, and the reduction of the landscape area results in the preservation of natural features having comparable value to the reduced landscape requirements.

(e) Placement. Landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped, except as specifically approved by the Commission and/or the Council. Landscaping placed within public right-of-ways shall not be credited to the minimum landscape requirements by this Section unless the developer and the City or County negotiate a license agreement by which the developer assumes the responsibility for the maintenance, repair and replacement for all landscaping located within the public right-of-way.

(f) Credit. The City Engineer shall, with respect to the approval of a construction plan, give a credit against the requirements of this Section for trees preserved on the site. Provided that, in order to reward the preservation of Significant Trees, a credit may be given for such preservation only if no more than fifty percent (50%) of the Critical Root Zone is disturbed or distressed with impervious cover; and provided further that the remaining Critical Root Zone must consist of at least one hundred (100) square feet.

(g) Additional Required Plantings. For every six-hundred (600) square feet of landscape area required by this Section, two (2) trees and four (4) shrubs shall be planted. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted, if necessary, so that no parking space is more than 50 feet away from the trunk of a tree, unless otherwise approved by the Commission.

(h) Replacement of Required Trees. Upon the death or removal of a tree planted pursuant to the terms of this Section, a replacement tree of equal size and type shall be required to be planted. A smaller tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree in this Section is retained.

(i) Screening. The following requirements shall be in addition to the foregoing landscaping and planting requirements.

(i) All off-street parking, loading spaces and docks, outside storage areas, satellite dishes larger than 18 inches in diameter, antennas, mechanical equipment, and the rear of structures on reverse frontage lots, must be screened from view from the street or public right-of-ways.

(ii) Approved screening techniques include privacy fences, evergreen vegetative screens, landscape berms, existing vegetation or any combination thereof.

(iii) Privacy Fences.

(A) All fences required by this subsection and along a common property boundary shall be six (6) feet in height.

(B) Fences up to eight (8) feet in height, but not less than six (6) feet, shall be allowed for impeding access to hazardous facilities including, but not limited to, electrical substations, swimming pools and chemical or equipment storage yards, where the slope of a line drawn perpendicular to the fence line averages twenty percent (20%) or more on either side of the fence over a distance no less than fifteen (15) feet, or where the fence forms a continuous perimeter around a subdivision and the design of said perimeter fence is approved by the Commission.

(C) Fences less than or equal to three (3) feet in height shall be allowed in front yards.

(D) No fence or other structure more than thirty percent (30%) solid or more than three (3) feet high shall be located within twenty-five (25) feet of the intersection of any rights-of-way.

(E) All fences shall be constructed to maintain structural integrity against natural forces such as wind, rain and temperature variations.

(F) The finished side of all fences built to comply with these regulations shall face away from the screened object.

(iv) Evergreen Vegetative Screens. Evergreen plant materials shall be shrubs, at least thirty (30) inches in height and at a minimum spacing of 48 inches at the time of installation. Shrubs may be used in combination with landscape trees to fulfill the requirements of this Section.

(v) Landscape Berms. Landscape berms may be used in combination with shrubs and trees to fulfill the screening requirements of this Section if the berm is at least three (3) feet in height and has a maximum side slope of four (4) feet of horizontal run for every one (1) foot in vertical rise.

(vi) Native Vegetation. Existing vegetation, demonstrating significant visual screening capabilities and as approved by the Commission may fulfill the requirements of this Section.

3. Construction Plans

(a) Purpose and Applicability. Construction Plans provide detailed graphic information and associated text indicating property boundaries, easements, land use, street access, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces and general conformance with these Minimum Development Standards. Construction Plan approval by the City Engineer shall be required for any development or improvement of land subject to this Agreement when Construction Plan approval is not required by the City's Subdivision Ordinance.

(b) The process for the submission and approval of Construction Plan shall be governed by the City Zoning Ordinance.

4. Definitions

Accessory Structure means, in a residential district, a subordinate building detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, toolhouse, bath or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house or garden shelter, but not involving the conduct of a business or occupancy by any long-term or paying guests.

Accessory Use means a use that is customarily a part of the principal use, a use which is clearly incidental, subordinate and secondary to the permitted use, and which does not change the character thereof.

Amusement (Indoor) means an amusement enterprise wholly enclosed in a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, including a bowling alley, billiard parlor, and similar activities.

Amusement (Outdoor) means any amusement enterprise offering entertainment or games of skill to the general public for a fee or charge wherein a portion of the activity takes place in the open, including golf driving range, archery range, miniature golf course, and similar activities.

Apartment Hotel means a building used or intended to be used as a home for twelve (12) or more families, who are permanent residents, living independently of each other, in which building may be located on the first floor living units for transient guests, and/or retail sales and service.

Assisted Retirement Living means a use providing 24-hour supervision and assisted living for more than 15 residents not requiring regular medical attention. This classification includes personal care homes for the physically impaired and persons 60 years of age or older.

Auto Sales (Outdoor) means an open, dust-free, all weather area, other than a street, alley or other public place, used for the display and sales of new or used automobiles. Where no repair work, except those actions normally associated with vehicle operator service, is done on the cars to be displayed and sold on the premises. A sales office is normally located on the premises and such shall be limited to an area less than 10% of the total sales lot.

Auto Sales Facility means one or more buildings and an open, dust-free, all weather surface other than a street, alley, or other public place, used for the display, wholesale or retail sale, of new or used automobiles, with repair and renovation authorized entirely within an enclosed building, and temporary storage of vehicles for repairs and renovation not to exceed ninety (90) days.

Bar means any business establishment required to have a state license for the sale of alcoholic beverages other than beer, for on-premises consumption.

Bed and Breakfast means an establishment engaged in providing rooms or groups of rooms in a dwelling unit for temporary lodging for overnight guests on a paying basis.

Boarding House means a building other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for three (3) or more persons for compensation, pursuant to previous arrangement for definite periods, but not to the general public or transients.

Caliper means the trunk diameter of a tree at three (3) feet above natural grade.

Centerline of a Waterway means the centerline of the waterway and refers to existing topographically defined channels. If not readily discernible, the centerline shall be determined by (first) the low flow line, or (second) the center of the two (2) year flood plain.

Child care center (Small) means a private residence where the occupant provides custodial care and supervision during daylight hours for a maximum of six (6) children at one time. The maximum of six (6) children includes the family's natural or adopted children under the age of fourteen (14). The residence must contain a minimum of 150 square feet of floor area for each child. This use shall exclude group/family home.

Child care center (Intermediate) means a facility (including non-residential structures) which provides custodial care and supervision for less than 24 hours per day for between seven (7) and twelve (12) children, excluding foster and group homes. The facility must contain a minimum of 150 square feet of floor area for each child.

Child Care Center (Large) means a facility where over twelve (12) children receive custodial care and supervision for less than 24 hours a day, excluding foster and group homes.

Child Care or Child Development Facilities means any children's home, orphanage, institution, private home, residence or other place, whether public, parochial or private, operated for profit or not, which keeps, cares for, has custody of or is attended by four (4) or more children under sixteen years of age at any one time, who are not members of the immediate family or any natural person operating any such place, during any part or all of the twenty-four hours in a day. Also, any institution, home or other place, whether public, parochial or private, conducted for profit or not, which keeps, cares for, has custody of or is attended by any number of children, under sixteen years of age, who are not members of the immediate family of any natural person operating such a place, who are mentally or physically handicapped, under medical or social supervision, and not within a hospital, twenty-four hours a day.

Cleaning or Laundry Self Service Shop means an establishment providing customers with self-service laundry and/or dry cleaning facilities, and does not include a commercial laundry or cleaning plant.

Cleaning Shop or Laundry (Small) means a custom cleaning shop not exceeding two thousand five hundred (2,500) square feet of floor area.

Cold Storage Plant means a commercial establishment where food or other commodities are stored either in lockers, rented or leased, or in vaults in bulk for distribution to the home or to commercial businesses. No slaughtering of animals or fowl is allowed on the premises.

Commission means the Planning and Zoning Commission of the City.

Communication services means an establishment engaged in providing broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, and photocopy and reproduction mechanisms (excludes broadcast towers).

Community Center means (a) a building and grounds owned or leased and operated by a governmental body for the social, recreational, health or welfare of the community served, and (b) a recreational facility, including both indoor and outdoor facilities, for use by residents and guests of a particular residential community development, subdivision, or membership group.

Convalescent Home means any structure used or occupied by three (3) or more persons recovering from illness or being provided geriatric care for compensation.

Convenience Store means a retail establishment of less than 2,500 square feet of total floor area selling a variety of consumables, notions and/or similar items, usually serving as a convenient outlet to a neighborhood. This activity can include the retail sale and self-service dispensing of gasoline or other fuels.

Critical Root Zone means a circular area around a Significant Tree equal to one (1) foot in radius for each one (1) inch caliper, and the center of the circular area located at the trunk

Cultural services means a library, museum, or similar registered nonprofit organizational use displaying, preserving, and exhibiting objects of community and cultural interest in one or more of the arts and sciences.

Day Camp means a facility arranged and conducted for the organized recreation and instruction of children including outdoor activities on a daytime basis.

Development means the construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill. Lawn and yard care, including mowing of tall weeds and grass, gardening, tree care and maintenance, removal of trees or other vegetation damaged by natural forces, and ranching and farming shall not constitute development. Utility, drainage, and

commodities stored therein. The size of each individual storage unit of a mini-storage warehouse shall be limited to 2,000 cubic feet.

Motel means a building or group of detached, semi-detached or attached buildings containing guest rooms or apartments with automobile storage space provided in connection therewith, which building or group is designed, intended or used primarily for the accommodation of automobile travelers, including groups designated as auto cabins, motor courts, motels and similar designations.

Night Club means an establishment required to have a state permit for the sale of alcoholic beverages and in which fifty percent (50%) or more of the monthly gross revenues are from the sale of alcoholic beverages; or any business or commercial establishment in which alcoholic beverages are consumed on-premises and live entertainment is provided.

Off Street Parking Space means an area of privately owned land not less than nine (9) feet by eighteen and one-half (18½) feet not on a public street or alley, with an all weather surface. A public street shall not be classified as such, nor shall head-in parking adjacent to a public street and dependent upon such street for maneuvering space.

Park or Playground means an open recreation facility or park owned and operated by a public agency such as the City or a municipal utility district and available to the general public for neighborhood use, but not involving lighted athletic fields for nighttime play.

Playfield means an athletic field or stadium owned and operated by a public agency such as the City or a municipal utility district for the general public including a baseball field, golf course, football field or stadium which may be lighted for nighttime play.

Privacy Fence means an opaque fence or screen of wood, masonry or a combination thereof at least six (6) feet in height. A fence shall be considered opaque if it is made of opaque materials and constructed so those gaps in the fence do not exceed one-half (1/2) inch. Fences using boards placed on alternating sides of fence runners shall be considered opaque if the boards overlap at least one-half (1/2) inch and are dog eared picketing.

Private Club means an establishment required to have a state issued alcoholic beverage permit for the sale, storage or vending of alcoholic beverages on-premises to its members.

Property Owners Association means an incorporated, non-profit organization operating under recorded land agreements through which (a) each lot and/or homeowner in a subdivision is automatically a member, (b) each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining common property, and (c) the charge, if unpaid, becomes a lien against the property.

Property Owners Association Neighborhood Park means a privately owned parcel of land, within a subdivision, dedicated solely for recreational use by persons in such subdivision and their guests, and maintained by the residents of said subdivision.

Regulatory 100-Year Flood Plain means the one hundred (100) year flood plain as defined by the Federal Emergency Management Act (FEMA).

Replacement Trees means new landscape trees to be planted by the developer to replace Significant Trees removed during the development of property. A list of approved Replacement Trees can be obtained at the office of the City.

Reverse Frontage Lot means a double frontage lot which is to be developed with the rear yard abutting a major street and with the primary means of ingress and egress provided on a minor street.

Safety services means a facility to conduct public safety and emergency services, including police and fire protection services and emergency medical and ambulance services.

School means a school under the sponsorship of a public or religious agency having a curriculum generally equivalent to public elementary or secondary schools, but not including trade or commercial schools.

School (Business) means a business organized to operate for a profit and offering instruction and training in a service or art such as secretarial school, barber college, beauty school or commercial art school, but not including a commercial trade school.

School (Commercial) means a business organized to operate for a profit and offering instruction and training in a trade such as welding, brick laying, machinery operation, mechanics and similar trades.

Sexually Oriented Business has the same meaning as that phrase has in the City Zoning Ordinance.

Shopping Center means a composite arrangement of shops and stores which provides a variety of goods and services to the general public, when developed as an integral unit.

Significant Tree means a living tree that the City desires to preserve to the greatest extent possible. All trees larger than eight (8) inches in caliper are significant trees.

Social Club means a building or portion thereof or premises used or operated for a social, educational or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.

Storage Garage means any premises and structure used exclusively for the storage of more than five (5) automobiles.

Tourist Home means a building other than a hotel where lodging is provided and offered to the public for compensation for not more than twenty (20) individuals and open to transient guests.

Tree means any self-supporting woody plant species that normally grows to an overall minimum height of fifteen (15) feet.

Veterinary hospital means an establishment offering veterinary services and clinics for pets, small and/or large animals. Typical uses include pet clinics, care, treatment and temporary housing of livestock and large animals, with temporary housing of large animals permitted in an attached or adjacent roofed building, with three (3) or more sides having walls or a solid fence extending from the foundation to at least 3/4 of the distance to the roof line.

Zoning Ordinance means City Ordinance No. 185, as it may be amended from time to time.

ANY DEFINITION NOT EXPRESSLY PRESCRIBED HEREIN SHALL BE CONSTRUED IN ACCORDANCE WITH CUSTOMARY USAGE IN MUNICIPAL PLANNING AND ENGINEERING PRACTICES.

**MINIMUM DEVELOPMENT STANDARDS
SINGLE FAMILY RESIDENTIAL**

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Permitted Uses (a) Single-family dwellings with a minimum of 1,300 sq. ft. of living area. (b) City or MUD parks and other public recreational facilities. (c) Public buildings, including schools. (d) City or MUD water, sewer and drainage facilities. (e) Real estate sales offices and model homes. (f) Temporary construction buildings. (g) Accessory structures not involving the conduct of any business enterprise.	Does not expressly define single-family residential use	Same as proposed, except: (1) minimum lot size of 7,500 sq. feet is not included; (2) permitted parks, playgrounds, community buildings and other public recreational facilities may be owned by a MUD, as well as the City; (3) permitted public buildings include schools; (4) water, sewer and drainage facilities owned by the City or a MUD are added as permitted use; and (5) the 2-year time limit on retail sales offices and 1-year limit on display buildings has been deleted.
2. Minimum Lot Size <u>Minimum Lot Area</u> 7.5% 8,200 sq. ft. 7.5% 7,400 sq. ft. 20% 6,500 sq. ft. 20% 6,000 sq. ft. 20% 5,500 sq. ft. 25% 5,000 sq. ft. <u>Minimum Lot Width</u> 55% 50 ft. 45% 45 ft. cul-de-sac lots 30 ft. (measured at front lot line)	<u>Minimum Lot Area</u> 90% 6000 sq. ft. 10% 5000 sq. ft. <u>Minimum Lot Width</u> 100% 50 ft. cul-de-sac lots 40 ft. (but measured at building front line, not front lot line)	<u>Minimum Lot Area</u> 85% 7,500 sq. ft. 15% 6,000 sq. ft. <u>Minimum Lot Width</u> 85% 60 ft. 15% 50 ft. cul-de-sac lots 40 ft. (measured at front lot line)
3. Height & Placement <u>Front Yard Setback</u> 20 ft. irregularly shaped lots 25 ft. all other lots <u>Side Yard Setback</u> 5 ft. <u>Street Side Yard Setback</u> 15 ft. <u>Rear Yard Setback</u>	<u>Front Yard Setback</u> 20 or 25 ft. <u>Side Yard Setback</u> 5 ft. for lots less than 55 ft. 10 ft. for other lots <u>Street Side Yard Setback</u> Not expressly addressed; prior zoning ordinance 15 ft. <u>Rear Yard Setback</u>	<u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 10 ft. <u>Street Side Yard Setback</u> 15 ft. <u>Rear Yard Setback</u>

10 ft. <u>Maximum Height</u> 35 ft., except water towers; City, MUD or POA parks and public recreational facilities, and public buildings, for which the maximum height is 60 ft.	10 ft. <u>Maximum Height</u> 35 ft.	25 ft. <u>Maximum Height</u> 35 ft, except public or semi- public service buildings, hospitals, institutions or schools, for which the maximum height is 60 ft..
4. Lot Coverage 40% main buildings 50% main and accessory buildings	Not expressly addressed	Same as proposed
5. Parking 2 off-street parking spaces for single-family dwelling	Not expressly addressed; prior zoning ordinance 2 off-street parking spaces for 3-bedroom dwelling	2 spaces minimum, and ½ space for each additional bedroom above 2
6. Landscaping Minimum of 2 2-inch trees, 6 2-gallon shrubs and lawn grass from the front property line to the front 2 corners of the structure.	Not expressly addressed	Same as proposed
7. Outdoor Lighting Outdoor lighting shall be located so as not to shine directly upon adjoining property or create a nuisance for adjoining property owners. Night-time security lighting will be located as close as is practicable to main dwellings.	Not expressly addressed.	Same as proposed, except ordinance also provides that the lighting shall be installed and maintained in compliance with all applicable City ordinances.
8. Additional Conditions (a) Minimum of 2 sides masonry construction (b) Vehicles without current plates shall be parked in an enclosed building, and other vehicles shall be parked on all weather surface or in enclosed building.	Not expressly addressed. Not expressly addressed.	Same as proposed. Same as proposed.

ALL USES EXCEPT SINGLE FAMILY RESIDENTIAL

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Parking (a) <u>Handicapped Parking.</u> (b) <u>Maximum Parking.</u> (c) <u>Development and Maintenance Standards for Parking Areas.</u>	Not expressly addressed	Same as proposed, except proposed standards allow screening of off-street parking for more than 5 vehicles by natural vegetation and topography, in addition to privacy fences, hedges and plantings.
2. Landscaping <i>See Minimum Development Standards for full text.</i>	Not expressly addressed; 10% of non-residential lots reserved for open space.	Same as proposed, except that 2(e) allows landscaping planted in the ROW to be credited against minimum landscaping requirement, if developer enters into license agreement with the City or County pursuant to which the developer will be responsible for maintenance of all landscaping in the ROW
3. Construction Plans <i>See Minimum Development Standards for full text.</i>	Not expressly addressed.	Same as proposed
4. Definitions	No parallel provision	Same as proposed

**MINIMUM DEVELOPMENT STANDARDS
MULTI-FAMILY RESIDENTIAL**

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Permitted Uses Attached single family structures with a minimum of 500 sq. ft. of living area.	Does not expressly define multi-family residential use	Same as proposed
2. Minimum Lot Size <u>Minimum Lot Area</u> 7,000 sq. ft. <u>Minimum Lot Width</u> 50 ft.	<u>Minimum Lot Area</u> 8,000 sq. ft. <u>Minimum Lot Width</u> 50 ft.	Same as proposed
3. Height & Placement <u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 5 ft. <u>Street Side Setback</u> 15 ft. <u>Rear Yard Setback</u> 10 ft. <u>Maximum Height</u> 50 ft.	<u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 5 ft. <u>Street Side Setback</u> Not expressly addressed; prior zoning ordinance 15 ft. <u>Rear Yard Setback</u> 10 ft. <u>Maximum Height</u> 50 ft.	Same as proposed
4. Lot Coverage 40% main buildings 50% main & accessory buildings	Not expressly addressed; 10% of non-residential lots reserved for open space	Same as proposed
5. Parking (a) 5 ft. setback from rear wall of garage and from curb of any parking area to the nearest property line (b) Private garages may be attached or detached. (c) 2 off-street parking spaces for each living unit	(a) Not expressly addressed (b) Not expressly addressed (c) Not expressly addressed; prior zoning ordinance 1 off-street parking spaces for 1 bedroom, 1 ½ for 2 bedrooms, 2 for 3 bedrooms	(a) Same as proposed (b) Same as proposed (c) Same as proposed
6. Landscaping 20% total lot area	Not expressly addressed; 10% of non-residential lots reserved for open space	Same as proposed

7. Maximum Units Per Acre 21 units/acre	22 units per acre	Same as proposed
8. Additional Conditions (a) More than 1 building or structure may be located on a lot. (b) All buildings and structures shall be separated by a minimum horizontal distance of 10 ft.	(a) Not expressly addressed (b) Not expressly addressed	(a) Same as proposed (b) Same as proposed.

**MINIMUM DEVELOPMENT STANDARDS
COMMERCIAL**

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
<p>1. Permitted Uses See Minimum Development Standards for complete list.</p>	Does not expressly define commercial uses.	Same as permitted uses in C-1 and C-2 districts, except the following uses have been deleted: (1) cemetery; (2) manufactured housing sales and service; (3) packaging of spices produced in the region; (4) drive-in theaters; (5) farm and implement display and sales room; (6) farms or truck gardens; (7) golf course (commercial), playfield or stadium (public); (8) heavy machinery sales, storage and service; (9) milk and bread distributing stations; (10) parking lots and commercial garage; (11) sexually oriented business; (12) heliport; and (13) taxi cab stations. In addition, there are no requirements for conditional use permits.
<p>2. Minimum Lot Size <u>Minimum Lot Area</u> 7,500 sq. ft. <u>Minimum Lot Width</u> 60 ft.</p>	<p><u>Minimum Lot Area</u> 5,750 sq. ft. <u>Minimum Lot Width</u> 50 ft.</p>	C-2 minimums are same as proposed.
<p>3. Height & Placement <u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 7 ft. <u>Street Side Setback</u> 15 ft.</p> <p><u>Rear Yard Setback</u> 15 ft. <u>Maximum Height</u> 60 ft., except for a hotel,</p>	<p><u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 10 ft. <u>Street Side Setback</u> Not expressly addressed; prior zoning ordinance had no street side setback <u>Rear Yard Setback</u> 0 ft. <u>Maximum Height</u> 50 ft.</p>	C-2 minimums are same as proposed, except for the maximum height exception for a hotel.

which has a maximum height of 150 ft.		
4. Lot Coverage 60% main buildings 70 % accessory buildings	Not expressly addressed; 10% of non-residential lots reserved for open space; 0.4 FAR	Same as proposed
5. Parking <i>See Minimum Development Standards for complete chart.</i>	Not expressly addressed; prior zoning ordinance included similar, though not identical, provisions	Same as proposed
6. Landscaping 15 % of net lot area – total lot area less undevelopable area	Not expressly addressed; 10% of non-residential lots reserved for open space	15% of total lot area
7. Maximum FAR 1.8 to 1	0.4	Same as proposed
8. Additional Conditions (a) Permitted use must be conducted primarily within an enclosed building or screened area, except for customary outdoor activities for the specified use listed. (b) Advertising signs must be on the same lot as the business establishments to which they refer and shall not be placed within 25 ft. of residential land. (c) Paved sidewalks, driveways and parking areas are required. (d) Screening of loading and storage facilities is required. (e) Sexually Oriented Businesses are prohibited.	Not expressly addressed	Same as proposed, with the addition of the express prohibition on sexually oriented businesses

**MINIMUM DEVELOPMENT STANDARDS
OPEN SPACE**

Proposed Minimum Development Standard	Current Development Agreement	Current Zoning Ordinance
1. Permitted Uses (a) Cemeteries. (b) Conservation areas. (c) Golf Courses. (d) Outdoor recreational and athletic facilities. (e) Outdoor swimming pools. (f) POA neighborhood parks, common open space, common open area, playgrounds and play fields. (g) Wildlife sanctuaries. (h) Club Houses and Community Centers. (i) Retail-oriented uses which are clearly secondary and customarily or necessarily incidental to permitted uses (a) through (h) (j) Caretaker residence. (k) Maintenance buildings.	Does not expressly define open space use	Same as proposed
2. Minimum Lot Sizes <u>Minimum Lot Area</u> 7,500 sq. ft. <u>Minimum Lot Width</u> 60 ft.	<u>Minimum Lot Area</u> Not expressly addressed in current Development Agreement or prior zoning ordinance <u>Minimum Lot Width</u>	Same as proposed
3. Height & Placement <u>Front Yard Setback</u> 25 ft. <u>Side Yard Setback</u> 10 ft. <u>Street Side Yard Setback</u> 15 ft.	<u>Front Yard Setback</u> Not expressly addressed; prior zoning ordinance 25 ft. <u>Side Yard Setback</u> Not expressly addressed; prior zoning ordinance 10 ft. <u>Street Side Yard Setback</u> Not expressly addressed in current Development Agreement or prior zoning ordinance	Same as proposed, except 60 ft. maximum height instead of 35 ft. maximum height

<u>Rear Yard Setback</u> 25 ft.	<u>Rear Yard Setback</u> Not expressly addressed; prior zoning ordinance 25 ft.	
<u>Maximum Height</u> 60 ft.	<u>Maximum Height</u> 35 ft.	
4. Lot Coverage 50% main buildings 60% main and accessory buildings	Not expressly addressed; 10% of non-residential lots reserved for open space; prior zoning ordinance provided 0.1 FAR	Same as proposed
5. Landscaping 20% net lot area – total lot area less undevelopable area	Not expressly addressed; 10% of non-residential lots reserved for open space	20% of total lot area

**MINUTES
SPECIAL PLANNING AND ZONING COMMISSION
201 E. PARSONS STREET
MANOR, TEXAS 78653
FEBRUARY 16, 2005 AT 7:30 P.M.**

Commission Members Present:

Nancy Boatright, Chairman
Michael Hill
Janie Poteet

Commission Members Not Attending:

Thomas Bolt
Juan Coronado

City Staff:

Michael Tuley, Public Works Director
Frank Phelan, Jay Engineering

JOINT PUBLIC HEARING WITH CITY COUNCIL:

A public hearing before the Manor City Council and the planning and zoning Commission at the Manor City Hall, in regard to proposed changes to the 620.1 acre Cottonwood Planned Unity Development; the moving of boundary lines, and development standards to the Cottonwood Planned Unit Development as previously approved on December 20th 2000 (herein submitted as the ShadowGlen Planned Unit Development). The 620.1 acre Planned Unit Development is located north of U.S. 290, east of F.M. 973 and west of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas. The purpose of this meeting is to allow citizens an opportunity to discuss the potential impact on surrounding landowners.

The public hearing was called to order by Mayor Turner at 7:30 p.m. Attending were Council Members: Beauchamp, Boatright, Samaripa, Snowden and Taylor and Commission Members Hill, Poteet, and Boatright.

Pete Dwyer, representing Cottonwood/ShadowGlen reviewed the proposed changes to the PUD plan. Questions were also put forth by persons attending the hearing related to zoning and were answered by City Attorney Shelia Limon.

Motion: Upon a motion by Mayor Pro tem Beauchamp, seconded by Council Member Samaripa, the Council and Commission voted eight (8) for and none (0) opposed to adjourn the public hearing. The motion carried and the hearing was adjourned at 7:55 p.m.

Special Called Meeting:

Call to Order and Announce a Quorum is Present:

**Minutes
Planning and Zoning Commission
February 16, 2005**

With a quorum of the Commission present, the Special meeting of the Planning and Zoning Commission was called to order by Chairman Boatright at 8:00 p.m. on February 16, 2005.

1. **Discuss, consider and act on the amendment of the Cottonwood Development Agreement to amend development standards for ShadowGlen Development located north of U.S. 290.**

Upon a motion by Commission Member Poteet, seconded by Commission Member Hill the Commission voted three (3) for and none (0) against to recommend adoption of the amendment proposed. The motion carried

2. **Discuss, consider and act on the ShadowGlen Planned Unit Development located north of U.S. 290.**

Upon a motion by Commission Member Hill and seconded by Commission Member Poteet to approve the revisions to the ShadowGlen Planned Unit Development, the Commission voted three (3) for and none (0) opposed. The motion carried.

3. **Adjourn**

Upon a motion by Commission Member Poteet, seconded by Commission Member Hill the Commission voted three (3) for and none (0) opposed to adjourn. The motion carried and the meeting adjourned at 8:15 p.m.


These minutes were approved by the Manor Planning and Zoning Commission on the 9th day of March, 2005.

APPROVED:



Nancy Boatright
Chairman

ATTEST:



Phil Tate
City Secretary

**MINUTES
REGULAR COUNCIL MEETING
201 E. PARSONS STREET
MANOR, TEXAS 78653
FEBRUARY 16, 2005 at 7:30 P.M.**

Present:

Jeff Turner, Mayor

Council Members:

Jimmy Beauchamp, Mayor Pro-Tem
Ben Boatright
Matildy Samaripa, Jr.
Sharon Snowden
Maud Taylor

City Staff:

Dennis Jones, City Administrator
Phil Tate City Secretary
Michael Tuley, Public Works Director
Frank Phelan, City Engineer
Sheila Limon, City Attorney

**PLANNING AND ZONING COMMISSION AND CITY COUNCIL
JOINT PUBLIC HEARING**

A public hearing before the Manor City Council and the Planning and Zoning Commission at Manor City Hall, 201 E. Parsons Street, in regard to proposed changes to the 620.1 acre Cottonwood Planned Unit Development; the moving of boundary lines, and development standards to the Cottonwood Planned Unit Development as previously approved on December 20th 2000 (herein submitted as the ShadowGlen Planned Unit Development). The 620.1 acre Planned Unit Development is located north of U.S. 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas. The purpose of this meeting is to allow citizens an opportunity to discuss the potential impact on surrounding landowners

The public hearing was called to order by Mayor Turner at 7:30 p.m. Attending were Council Members: Beauchamp, Boatright, Samaripa, Snowden and Taylor and Commission Members Hill, Poteet, and Boatright.

Pete Dwyer, representing the Cottonwood/ShadowGlen development reviewed the proposed changes to the PUD plan. Questions were also put forth by persons attending the hearing related to zoning and were answered by City Attorney Sheila Limon.

Upon a motion by Mayor Pro Tem Beauchamp, seconded by Council Member Samaripa, the Council and Commission voted eight (8) for and none (0) opposed to adjourn the public hearing. The motion carried and the hearing was adjourned at 7:55 p.m.

BOARD OF ADJUSTMENTS MEETING

Call to order

Mayor Turner called the Board of Adjustments meeting to order at 8:00 p.m. and with all members of the City Council in attendance, a quorum was declared present.

Agenda Items

- (1) **Discuss, consider and act upon a set back variance request for Lot 6 and the eastern half of Lot 7 Block 57 commonly known as 501 E. Lampassas.**

Upon a motion by Council Member Boatright, seconded by Council Member Snowden, to a grant a set-back variance of 12 foot for the Lampassas side of the property, the Board voted five (5) for and none (0) against. The motion carried.

- (2) **Adjourn.**

Upon a motion by Council Member Taylor, seconded by Council Member Samaripa to adjourn, the council voted five (5) for and (0) against. The motion carried and the meeting adjourned at 8:10 p.m.

CITY COUNCIL REGULAR SESSION

Call to order and announce a quorum is present.

With a quorum of the council members present, the Regular Meeting of the Manor City Council was called to order by Mayor Turner at 8:12 p.m. on Wednesday, February 16, 2005.

Pledge of Allegiance.

A. VISITORS/CITIZENS FORUM:

No citizens spoke.

B. CONSENT AGENDA:

Upon a motion by Mayor Pro tem Beauchamp, seconded by Council Member Taylor to approve the consent agenda, the council voted five (5) for and none (0) opposed to approve the Financial Reports, the Department Reports and the following Minutes:

- a. July 28, 2004 Special Council Meeting
- b. September 1, 2004 Council Workshop
- c. September 14, 2004 Budget Workshop
- d. September 15, 2004 Council Meeting
- e. October 6, 2004 Workshop Meeting
- f. October 7, 2004 Special Called Meeting
- g. October 20, 2004 Council Meeting
- h. November 3, 2004 Special Called Meeting
- i. November 3, 2004 Workshop Meeting
- j. November 17, 2004 Council Meeting
- k. January 19, 2005 Council Workshop
- l. January 26, 2005 Special Called Meeting
- m. February 2, 2005 Council Workshop

C. REGULAR ITEMS:

4. **Presentation by James Conquest on HOME Program Grant.**

James Conquest of Leo Woods and Associates updated the council on the status of the HOME Grant program and indicated that in late April or early May the bidding process should begin. Mayor Turner asked that Mr. Conquest report on the project at all future council meetings. No action was taken.

5. **Discuss, consider and act on an easement for Bluebonnet Electric.**

After discussion on the location of the easement, a motion was made by Council Member Samaripa and seconded by Council Member Taylor to table the item until Bluebonnet Electric Coop, the City, and Pete Dwyer can agree on a route for the easement that would be less intrusive should Gregg Manor Road be shifted through that area. The council voted five (5) for and none (0) against and the item was tabled.

6. Discuss, consider and act on the Preliminary Plat for Phase 1-A Presidential Glen Subdivision located on US 290 at Bois D' Arc Lane.

A motion by Mayor Pro-Tem Beauchamp, seconded by Council Member Samaripa, to approve the Preliminary Plat for Phase 1-A of the Presidential Glen Subdivision conditional upon sufficient information being provided to the City Manager that the Gunn property access situation had been resolved and to direct the City Engineer to provide notice to Manville Water of the City's intent to serve the subdivision. The Council voted five (5) for and none (0) opposed to approve the motion. The motion carried unanimously.

7. Discuss, consider and act on the Preliminary Plat for Wildhorse Creek Commercial Subdivision located along the west side of FM 973 south of Blake Manor Road.

Upon a motion by Council Member Boatright, seconded by Council Member Taylor, to approve the Wildhorse Creek Commercial Subdivision Preliminary Plat, the council voted five (5) for and none (0) opposed. The motion carried unanimously.

8. Discuss, consider and act on the amendment of the Cottonwood Development Agreement to amend development standards for ShadowGlen Development located north of US 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas.

9. Discuss, consider and act on the ShadowGlen Planned Unit Development located north of U.S. 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas.

10. Discuss, consider and act on the ShadowGlen Master Land Plan located north of U.S. 290, west of F.M. 973 and east of Gregg Manor Road, Rector Loop and Fuchs Grove Road in Manor, Texas.

Nancy Boatright, Chairman of the Planning and Zoning Commission informed the Council that the Commission had voted to recommend approval of all three items related to Cottonwood-ShadowGlen PUD. The council then discussed items 8, 9 and 10, particularly in reference to the minimum size of lots and the agreement which had been reached between the developer and the Planning and Zoning Commission.

Upon a motion by Mayor Pro-Tem Beauchamp, seconded by Council Member Boatright, to approve the amendments to the development standards to the Cottonwood Development Agreement, to approve the ShadowGlen Planned Unit Development, and to approve the ShadowGlen Master Land Plan, the Council voted four (4) for and one (1) opposed. The motion carried with Council Members Beauchamp, Boatright, Snowden and Taylor voting for and Council Member Samaripa voting against.

11. Discuss, consider and act on a Utility Adjustment Agreement with Lone Star Infrastructure.

Upon a motion by Council Member Boatright, seconded by Council Member Snowden to approve the Utility Adjustment Agreement with Lone Star Infrastructure for the relocation of the city water storage facility on F.M. 973, the council voted five (5) for and none (0) opposed. The motion carried.

12. Engineer's Report

City Engineer Frank Phelan reported that the survey work related to the street and drainage project had been received in their office earlier in the week and that they are still on track to complete the final design on the project during the first quarter with construction to begin in the first half of the second quarter. The design phase of the Manor Town Apartments ORCA Grant improvements is underway and advertising for bids should occur in the next few weeks. Easements are still pending for the Bell Farms Offsite utility project and Mr. Phelan asked for authorization from the City to start condemnation proceedings if the easements can no be obtained within the next week. The sidewalk project will be designed as part of the street and drainage design and completed after that project is completed.

13. City Manager's Report

City Manager, Dennis Jones and Frank Phelan discussed the progress on the resolution of the school district LUE issue. The City has asked for an accounting of facilities added by the school since April 1996 but has not received a complete breakdown. Also discussed were the differences between what the district anticipates it is due versus what the amount the City Engineer has estimated may be due. The wastewater line easement remains an outstanding issue.

A number of responses have been received from architects for design of the City Hall and firms have until the 25th of February to respond. The land lease issue with Capital Metro has not yet been resolved. Mr. Jones informed the Council that he had received a letter from Manville's attorney regarding CCN issues and that he intended to respond with a letter to their board. No response has been received from the Texas Parks and Wildlife in regard to the resubmittal of the appraisal for the community park project. It was also noted that the easement agreement between the school district and the City needed to be signed by the district.

14. Executive Session: The Council will convene into Executive Session to consult with the City Attorney pursuant to '551.071, Government Code regarding Cause No. GN 500251, W. Gault v. City of Manor, in the 201st Judicial District Court of Travis County, Texas.

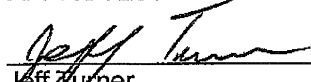
The council elected not to go into executive session since the city attorney was not present. Dennis Jones discussed the facts related to the lawsuit filed by William Gault against the City of Manor. No action was taken.

15. Adjourn

Upon a motion by Council Member Taylor, seconded by Council Member Snowden to adjourn, the council voted five (5) for and none (0) opposed. The meeting adjourned at 10:50 p.m.

These minutes approved by the Manor City Council on March 16, 2005.

APPROVED:


Jeff Turner
Mayor

ATTEST:


Phil Tate
City Secretary



7/26/2023

City of Manor Development Services

Notification for a PUD Amendment

Project Name: Shadowglen 4th PUD amendment

Case Number: 2023-P-1551-ZO

Case Manager: Michael Burrell

Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

Applicant: Marcus Equity

Owner: COTTONWOOD HOLDINGS LIMITED LLC

The Planning and Zoning Commission will meet at 6:30PM on August 9, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on August 16, 2023 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 PUD Amendment has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

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



11/20/2023

City of Manor Development Services

Notification for a Planned Unit Development Zoning Amendment

Project Name: Shadowglen PUD Amendment
Case Number: 2023-P-1551-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD, being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX. The request will be posted on the agenda as follows:

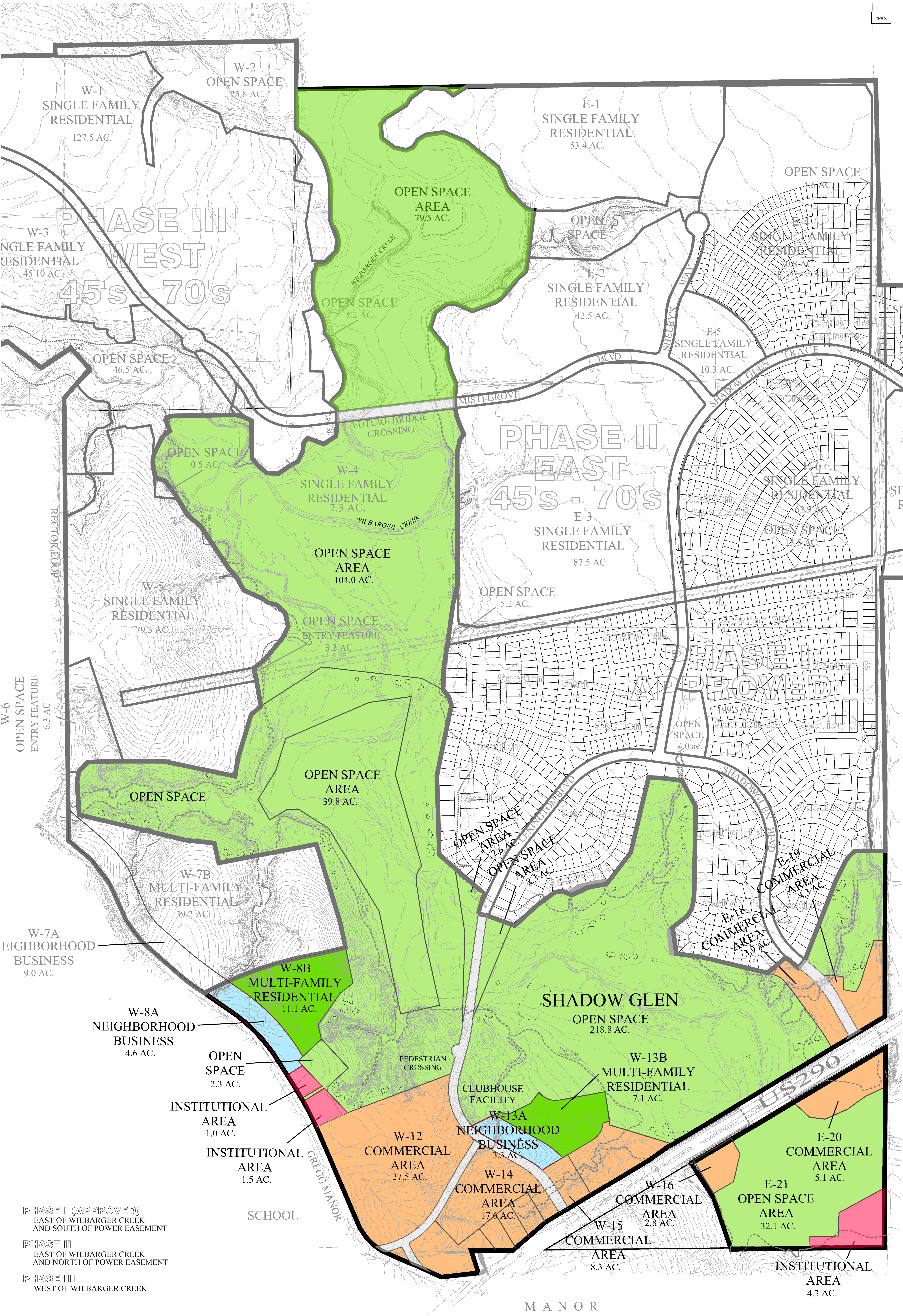
Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) Amendment for the Shadowglen PUD and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

Applicant: Marcus Equity
Owner: Cottonwood Holdings, LLC

The Manor City Council will meet at 7:00 PM on December 6, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

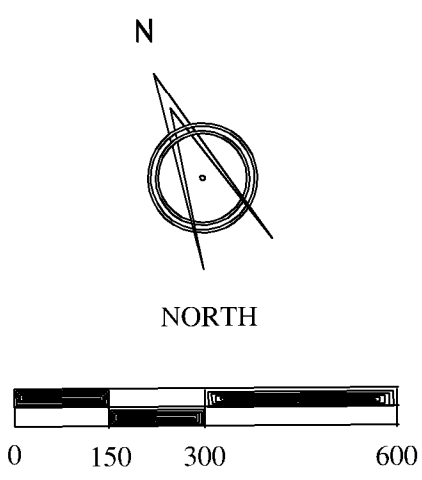
The purpose of the amendment is to make the Zoning Ordinance for the Shadowglen Development consistent with the land uses shown in the Third Amendment to the Shadowglen Development Agreement as approved by the City Council on July 7th, 2021.

You are being notified because you own property within 300 feet of the property for which this PUD Amendment has been filed or own property within the Shadowglen PUD. 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.



PLANNED UNIT DEVELOPMENT A MENDED & REVISED MASTER PLAN

Land Use	Acreage	Percentage of Total Acreage
COMMERCIAL (C-180.9 & C-2)	69.5	11.67
MULTI-FAMILY RESIDENTIAL	18.2	3.06
NEIGHBORHOOD BUSINESS	7.9	1.33
OPEN SPACE (OS)	481.4	80.81
INSTITUTIONAL (I)	6.8	1.14
MAJOR ROADWAYS	11.9	1.99
TOTAL	595.7	100.0



SCALE: 1"= 300'

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

DATED THIS _____ DAY OF _____ 2018.

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

ATTEST:

CITY SECRETARY _____

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

DATED THIS _____ DAY OF _____ 2018.

BY:
CHAIRPERSON _____

Yajat LLC
1204 S Saddle Lakes Dr
Abilene, TX 79602-5472
Property ID: 247968

Moellenberg Jerry A & Marilyn
PO Box 156
Manor, TX 78653-0156
Property ID: 248000

Ninh Lilian Doan Etal
1411 Dexford Dr
Austin, TX 78753-160
Property ID: 240883

Shadowglen Development Corporation
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 841241

POkorney Daniel & Sherri Lynne
169 Pleasant Grove Rd
Elgin, TX 78621-5011
Property ID: 240895

Mcdonald's Real Estate Company
PO Box 182571
Columbus, OH 43218-2571
Property ID: 783982

Phillips Meredith Ashley & Michael James
16904 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942294

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377653

Leavitt Lumber Company Inc
PO Box 96 395 South 300 East
Kamas, UT 84036-0096
Property ID: 784605

POHanka Timothy And Cindy Living Trust
16904 John Michael Dr
Manor, TX 78653-3394
Property ID: 760463

Young Alan E & Veronica L
16904 Jonse Ct
Manor, TX 78653-3391
Property ID: 760509

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526067

Smith Tyler Cearley
16920 John Michael Dr
Manor, TX 78653-3394
Property ID: 760467

Jimenez Jaime Gallardo & Uiber Gallardo GUTierrez
16908 Jonse Ct
Manor, TX 78653-3391
Property ID: 760510

City Of Manor
PO Box 387
Manor, TX 78653-0387
Property ID: 526070

Phairr Damian
11312 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568213

POLLard Jeannie
13305 Craven Ln
Manor, TX 78653-3387
Property ID: 760514

Gonzales Alejandro & Alisha
13313 Craven Ln
Manor, TX 78653-3387
Property ID: 760546

Curry George Melvin & Marilyn Taylor Curry
111 Comal Cv
Elgin, TX 78621-5824
Property ID: 526042

Nguyen Hoang & Hieu
11309 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568209

Markert Rodney B & Sherry L
11324 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 568199

Dharmarajan Mayilvahanan & Karthikeyan
9916 Paulines Way
Austin, TX 78717-4062
Property ID: 940250

Tamayo Henry Cabra & Paula Andrea Lezama Romero
14313 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940249

Leo Vera W
11401 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568236

Camarena Ernest Jr & Lindsey J Thomas
11405 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568235

Gautam Bishal
14309 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940248

Jones Shannon Wm Iii
14313 McArthur
Manor, TX 78653-2359
Property ID: 940229

ASC Medical 8 Holdings LLC
885 Woodstock Rd Ste 430-330
Roswell, GA 30075-2277
Property ID: 710219

King Zachary & Adrienne
13812 Calera Cv
Manor, TX 78653-3692
Property ID: 568252

Lacey Marion & Brenda
13604 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696933

MK Revocable Trust
15215 Calaveras Dr
Austin, TX 78717-4636
Property ID: 696944

Rodriguez Gabriel Elias
11205 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696909

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961983

Sybille Fabian & NIDa Haqqi-Sybille
17309 Howdy Way
Manor, TX 78653-2730
Property ID: 962007

Rhodes Nefertitti
17404 Howdy Way
Manor, TX 78653
Property ID: 962002

Lee Byeongju & Catalina Herrera
17800 Claress Ln
Manor, TX 78653-2491
Property ID: 961963

Travis County Mud #2
100 Congress Ave Ste 1300
Austin, TX 78701-2744
Property ID: 724199

Vennam Saikrishna & POonam
Reena Bhikha
4509 Night Owl Ln
Austin, TX 78723-6076
Property ID: 962327

Baez Family Living Trust
14612 Kira Ln
Manor, TX 78653-2693
Property ID: 962329

Huang Yizhi
14613 Kira Ln
Manor, TX 78653-2693
Property ID: 962336

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962598

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962677

Manor Independent School Distr
PO Box 359
Manor, TX 78653-0359
Property ID: 236804

Las Entradas Development
9900 US Highway 290 E
Manor, TX 78653-9720
Property ID: 864848

Protestant Episcopal Church Of
Diocese TX
9900 US Highway 290 E
Manor, TX 78653-9720
Property ID: 845116

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 547346

290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240825

Reta Realty LLC
5301 Heather Ct
Flower Mound, TX 75022-5684
Property ID: 240828

Avv Foundation Inc
12801 Lexington St
Manor, TX 78653-3333
Property ID: 568067

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 460807

Cottonwood Holdings Ltd
54 Rainey St Apt 509
Austin, TX 78701-4391
Property ID: 725391

Patel Harshad & Rajeshree
16912 Christina Garza Dr
Manor, TX 78653
Property ID: 942296

Domenico AstrID Elisabeth & Nathan
A Donham
16900 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942293

Tucker Debra C & Elvis L
13112 Craven Ln
Manor, TX 78653
Property ID: 760484

Coulter Adam David & Megan Ann
16808 Rakesh Way
Manor, TX 78653-2327
Property ID: 942269

Hoang Trung H & Thuy L Cao
16817 Christine Garza Dr
Manor, TX 78653-2336
Property ID: 942263

Coulter Adam David & Megan Ann
16808 Rakesh Way
Manor, TX 78653-2327
Property ID: 942269

Hoang Trung H & Thuy L Cao
16817 Christine Garza Dr
Manor, TX Us 78653-2336
Property ID: 942263

Blanco Krista M & Mauricio A
Blanco Leguizamo
16809 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942264

Gonzalez Hipolito LII
1600 Cheristina Garza Dr
Manor, TX 78653
Property ID: 942283

Diaz Eric Salvador
16705 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942254

Schoonmaker Daniel & Crystal
Turnbull
16812 John Michael Dr
Manor, TX 78653-3392
Property ID: 760528

Brilliott Glenda Carlene &
Paul Brilliott
13201 Craven Ln
Manor, TX 78653-3390
Property ID: 760503

Diekow Bruce Brian & Miran Peak
16705 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910207

Bennett Marva A
16516 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910243

Campbell Willie Edward Jr & Mary
Elizabeth Campbell
16504 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910240

Freeman Crystal
16500 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910239

Marshall Craig Brian & Shari Dee
16428 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910238

Fields Willie & Evelyn
16900 John Michael Dr
Manor, TX 78653-3394
Property ID: 760462

Gomez Alexander Daniel
16501 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910212

Garza Daniel C & Laura R
16413 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910216

Hessel Torvald T V & Ryan Elizabeth
G Fleming
16408 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910232

Cabrera Everardo & Elizabeth
Gamez
16405 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910218

Flair Richard John & Jessica Diana
Flair
16401 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910219

CamPOs Juan Carlos
11300 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 821544

GIAZe Gordon & Patricia Michelle
Glaze
17016 John Michael Dr
Manor, TX 78653-3393
Property ID: 760535

Anderson Eric Todd & Brivery O
Miles
17017 John Michael Dr
Manor, TX 78653-3393
Property ID: 760548

Smith Audrey B Sr
10304 Ivy Jade
Schertz, TX 78154-6255
Property ID: 526041

Mcvade Cleora Estate
PO Box 288
Manor, TX 78653-0288
Property ID: 526046

Dwyer Peter A Dwyer Realty
Companies
9900 US Highway 290 E
Manor, TX 78653-9720
Property ID: 547112

Howard Russell T & Michael T
Mckee
11320 Runnel Ridge Rd
Manor, TX 78653-3873

Wallace Larimen T & Sabrena
11313 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568208

Wolfe Josefine Ortiz
17020 John Michael Dr
Manor, TX 78653-3393
Property ID: 760536

Griffin Melissa &
Christopher H
17028 Jon Michael Dr
Manor, TX 78653-3393
Property ID: 760538

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 760545

Luevano Sylvia M & Jacobo A
14321 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940251

Vierra Bella Salvador
11401 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568226

Vu Kathy
11413 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568224

Farkas Tibor W
13600 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696922

Norton Kyle & Lisa
13436 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568625

Cong Ruby Monica
13440 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568626

Banda Felipe Dejesus & Jose
Eduardo Tobias
14300 Mc Arthur Dr
Manor, TX 78653-2359
Property ID: 940234

ROH Jason
14212 MacArthur Dr
Manor, TX 78653-2358
Property ID: 940235

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568253

Broughton John M & Glenda V
11217 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696948

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961977

LGI Homes-Texas LLC
5345 Towne Square Dr Ste 145
Plano, TX 75024-2448
Property ID: 961979

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961990

Purcell Thad & Misty
11521 Pillion Pl
Manor, TX 78653
Property ID: 568266

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961986

LGI Homes-Texas LLC
5345 Towne Square Dr Ste 145
Plano, TX 75024-2448
Property ID: 962005

Colmenero Eduardo & Michelle
Marquez
17212 Howdy Way
Manor, TX 78653-2729
Property ID: 961969

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 961960

Purram Malla Reddy
17816 Claress Ln
Manor, TX 78653-2491
Property ID: 962077

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962321

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 962425

Kim Jinhwan & Heesoon Park
14716 Kira Ln
Manor, TX 78653-2692
Property ID: 962322

Guajardo Kathy Ann
14708 Kira Ln
Manor, TX 78653
Property ID: 962324

Thummala Venkata Reddy & Sailaja
14704 Kira Ln
Manor, TX 78653-2692
Property ID: 962325

Ortego Craig
14717 Kira Ln
Manor, TX 78653-2692
Property ID: 962341

Shadowglen Residential Property
Ownership Association Inc
11525 Shadowglen Trace
Manor, TX 78653
Property ID: 962607

Yoo Young Eun
14608 Kira Ln
Manor, TX 78653-2693
Property ID: 962330

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962335

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962681

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962678

Manor Independent School District
PO Box 359
Manor, TX 78653-0359
Property ID: 500910

Cottonwood Holdings Ltd
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 725401

Llano Las Entradas I LLC
1537 Singleton Blvd
Dallas, TX 75212-5239
Property ID: 240888

Shadowglen Golf L P
12801 Lexington St
Manor, TX 78653-3333
Property ID: 568065

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 815596

K-N Corporation
1717 W 6th St Ste 330
Austin, TX 78703-4791
Property ID: 240882

Reta Realty LLC
5301 Heather Ct
Flower Mound, TX 75022-5684
Property ID: 240893

Shadowglen Development
Corporation
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 860829

Coupland State Bank
PO Box 616
Mckinney, TX 75070-8141
Property ID: 377657

Rivera Margarito & Janie
13109 Craven Ln
Manor, TX 78653-3389
Property ID: 760516

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 942266

Cho Hwa & Jung J Cho
16804 Rakesh Way
Manor, TX 78653-2327
Property ID: 942268

Yang Julie O
16701 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942255

Buitink Nickolas & Joseph
16604 Christna Garza Dr
Manor, TX 78653-2164
Property ID: 910246

Silva David Mark Jr & Natalia Nicole
Longway
16600 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 910245

Loveland Tim James & Rosa Elena
16520 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910244

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377653

King Donald Keith & Cynthia Lee
Flores
16808 John Michael Dr
Manor, TX 78653-3392
Property ID: 760527

Wagner James Andrew
16701 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910208

Sekhar Sathish Kumar M
16421 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910214

Schneider Harold
7709 Palacios Dr
Austin, TX 78749-3126
Property ID: 526065

Hearne Rayfield Jr & Raette S
16908 John Michael Dr
Manor, TX 78653-3394
Property ID: 760464

Johnson Marlon Anton & Melanie
Wilkes
16912 John Michael Dr
Manor, TX 78653-3394
Property ID: 760465

Grant Lester Lee Jr & Robyn Dean
11308 Runnel Ridge Rd
Manor, TX Usa 78653-3873
Property ID: 568212

Sanchez Alvaro & Monica
17004 John Michael Dr
Manor, TX 78653-3393
Property ID: 760532

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568629

Curry George M Sr & Marilyn T
Marilyn Taylor Curry
111 Comal Cv
Elgin, TX 78621-5824
Property ID: 526043

Kylberg Lanny M & Lee
11321 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568206

Yancey Brandon Drew & Leticia
11404 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568204

Lapeyra-Gutierrez Adriana O & Juan
Gutierrez
11332 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 568201

Crump Gerald R
11312 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696914

Kelley Scott Charles & Nancy
Elizabeth
17024 John Michael Dr
Manor, TX 78653-3393
Property ID: 760537

Vazquez Edgar I & Laura M
11420 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568229

Ramos Kathleen Ann
13604 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696923

Alexander Franchetta Evon
13601 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696931

Lang Nikkolette C
14304 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940255

Pinedo Juan & Rosie
14305 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940247

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961975

Shadowglen Residential Property
Owners
Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568230

Lee Sun Gorn
13804 Calera Cv
Manor, TX 78653-3692
Property ID: 568250

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568685

Park Chan Woong
12026 Reichling Ln
Whittier, CA 90606
Property ID: 940226

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961982

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961991

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961984

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 961972

Scott Fennis G & Mae K Scott
11525 Pillion Pl
Manor, TX 78653-3690
Property ID: 568267

Cobb Thomas David & Marcelina
13721 Shadowlawn Trce
Manor, TX 78653-3693
Property ID: 568259

Wal-Mart Real Estate Business Trust
PO Box 8050
Bentonville, AR 72712-8055
Property ID: 830450

DiAZ Ramon & Maria
Revocable Trust
17517 Canyonwood Dr
Riverside, CA 92504-8810
Property ID: 568271

Lange Peter
11616 Pillion Pl
Manor, TX 78653-3691
Property ID: 697017

Egbuonye Victor C & Sheila D
11613 Pillion Pl
Manor, TX 78653-3691
Property ID: 568273

Murphy Tara Louis Revocable Living
Trust
3029 Market St
San Francisco, CA 94114-1824
Property ID: 697018

Smith George & Karen Smith
13712 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697012

Wilson Dejuane & Teena Dozier
17312 Howdy Way
Manor, TX 78653
Property ID: 962004

Rodriguez Jesse & Alma Pioquinto
17716 Claress Ln
Manor, TX 78653-2727
Property ID: 961965

White Sherman Jr & Sylvia M
13720 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697020

Molad Mickey Jonathan & Rachel
13724 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697021

Pizzatti Luis Rafael Rodriguez &
Greiby Marleny Guillen Morales
17801 Claress Ln
Manor, TX 78653
Property ID: 961997

Hayes Ronald W & Roxanne Selene
14804 Kira Ln
Manor, TX 78653
Property ID: 962319

Hollenbeck Shannon Renee & Milad
Davoodi
14701 Kira Ln
Manor, TX 78653-2692
Property ID: 962338

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962334

Shippen Family Trust
PO Box 9167
Springfield, MO 65801-9167
Property ID: 841238

Shadowglen Development
Corporation
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 783981

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377654

Lawson Erica
13104 Craven Ln
Manor, TX 78653-3389
Property ID: 760519

Rohm Timothy Mark & Bonnie Jean
22295 Mission Hills Ln
Yorba Linda, CA 92887-2708
Property ID: 942289

Brower Ashley Hamilton & Philip
16716 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942287

Ayala Jonathan Carl
16708 Christina Graza Dr
Manor, TX Usa 78653-2335
Property ID: 942285

Chadda Vikash
13101 Craven Ln
Manor, TX 78653-3389
Property ID: 760460

Crosby Melody Lynette
16713 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942252

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377651

Lopez Nereida Sofia & Christian Lopez
16508 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910241

Nolton Allison Elizabeth & Sean
16420 Christina Garza Drive
Manor, TX 78653
Property ID: 910236

City Of Manor
PO Box 387
Manor, TX 78653-0387
Property ID: 526036

Moales Eric & Cicely
16901 John Michael Dr
Manor, TX 78653-3394
Property ID: 760498

Herrera Villaverde Sergio & Isabel Sanchez Tello
16509 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910210

Perez Armando & Paula P Rabago
16417 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910215

Duran Fernando & Noemi Duran
16404 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910231

Quin Gerald & Chanphen
17001 John Michael Dr
Manor, TX 78653-3393
Property ID: 760494

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526069

Garza Adam Anthony Jr
11306 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 821546

Moales Demetrius Roshawn
16924 John Michael Dr
Manor, TX 78653-3394
Property ID: 760529

Brennick Adam & Amelia
17005 John Michael Dr
Manor, TX 78653-3393
Property ID: 760493

Brannen Russell Frederic Iii & Jennifer Leigh Brannen
17009 John Michael Dr
Manor, TX 78653-3393
Property ID: 760550

Anspaugh Robert John & Elinor Pisano
17008 John Michael Dr
Manor, TX 78653-3393
Property ID: 760533

Lemere Curt & Janis Sapperstein
17012 John Michael Dr
Manor, TX 78653-3393
Property ID: 760534

Shadowglen Residential Property Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 940281

Timmermann Geraldine
PO Box 4784
Austin, TX 78765-4784
Property ID: 824766

Avra Alex & Nuzhat
11408 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568218

Montemayor Michael
11408 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568205

Skiles Erik D & Melissa Pink-Skiles
13328 Craven Ln
Manor, TX 78653-3387
Property ID: 760540

Reed Ricky
3668 Grand Point Ln
Elk Grove, CA 95758-4638
Property ID: 568219

Johnson D Kirk Sr & Sondra D
11228 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696918

Yamashiro Maria & Robert T
13448 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568628

Wright Nathan Thomas
14308 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940254

Saylor Jacob Harrison
14312 McArthur Dr
Manor, TX 78653-2359
Property ID: 940231

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568260

Hurst Jasmine E
11509 Pillion Pl
Manor, TX 78653-3690
Property ID: 568263

Villalobos Fay Rosenberg & Louis
11533 Pillion Pl
Manor, TX 78653-3690
Property ID: 568269

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961985

Lawrence Kenneth R & Mary E
225 Oxbow Cv
Georgetown, TX 78628-7088
Property ID: 962003

Gonzalez Hector Jr
17817 Claress Ln
Manor, TX 78653-2491
Property ID: 962000

Ayala Mario & Sandy
17804 Claress Ln
Manor, TX 78653-2491
Property ID: 961962

Flamer Paul Douglas
14808 Kira Ln
Manor, TX 78653-2691
Property ID: 962318

Braden Family Trust
14812 Kira Ln
Manor, TX 78653
Property ID: 962317

Blea Vanessa Darene
14700 Kira Ln
Manor, TX 78653-2692
Property ID: 962326

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX Us 78660
Property ID: 962680

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX Us 78660
Property ID: 962597

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX Us 78660
Property ID: 962613

Manor Lodging Development LLC
29711 S Legends Village Ct
Spring, TX 77386-2036
Property ID: 725803

Ninh Lilian Doan Etal
1411 Dexford Dr
Austin, TX 78753
Property ID: 240884

Cottonwood Holdings Ltd
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 834308

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 877922

Metro H2o Ltd
P.O. Box 1119
Dripping Springs, TX 78620
Property ID: 526013

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 248029

8700 North Lamar Ltd
3267 Bee Caves Rd Ste 107
Austin, TX 78746-6773
Property ID: 240824

Lind Ella L
10011 Taylor Ln
Manor, TX 78653-4712
Property ID: 240827

290 Manor LLC
7-Eleven, Inc. P.O. Box 711
Dallas, TX 75221
Property ID: 377648

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 726008

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377654

Norton Vickie Renee
16908 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942295

Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377651

Herman Ian & Lauren
13105 Craven Ln
Manor, TX 78653-3389
Property ID: 760515

Liefschultz Jake Randall
13116 Craven Ln
Manor, TX 78653-3389
Property ID: 760483

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942261

Fernandez Richard Angue
16812 Rakesh Way
Manor, TX 78653-2327
Property ID: 942270

Winterroth Edmund And E
Revocable Trust
2020 Denton Dr
Austin,
TX 78758-4504

Leber Glen J & Cindy L Handwerk-
Leb
16704 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942284

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 816134

Williams Joyce B
13113 Craven Ln
Manor, TX 78653-3389
Property ID: 760526

Betancourt-Banda Beatriz M & Martin
Banda
16700 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910247

Francisco Glen & Nedra
16512 Christina Garza
Manor, TX 78653-2163
Property ID: 910242

Moore Lena & Eugene Jr
16513 Christine Garza Dr
Manor, TX 78653-2163
Property ID: 910209

Hernandez Juan
16813 John Michael Dr
Manor, TX 78653-3392
Property ID: 760500

Lee Donnie R & Ronda D
13209 Craven Ln
Manor, TX 78653-3390
Property ID: 760505

Deleon Guadalupe & Diana Gamboa
13213 Craven Ln
Manor, TX 78653-3390
Property ID: 760506

Pruitt Jonathan Daniel & Meghan
Elizabeth Laurin
16409 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910217

Tiger Audrey E M & Anthony Wayne
Tiger
16412 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910233

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 804535

Russell Merrill W Iii & Linda M Russell
16913 John Michael Dr
Manor, TX 78653-3394
Property ID: 760496

Larson Bryan & Ashley
16905 Jonse Ct
Manor, TX 78653-3391
Property ID: 760511

Mcvade Connie E
PO Box 2175
Hammond, IN 46323-0175
Property ID: 526039

Black Albert L & Kathy N
11304 Runnel Ridge Rd
Manor TX 78653-3873
Property ID: 821545

Villalobos Gisela & Artemio
11301 Runnel Ridge Rd
Manor TX Usa 78653-3873
Property ID: 568211

Mcvade Connie E
PO Box 2175
Hammond In 46323-0175
Property ID: 526040

Youngblood Saintjovite & Gloria
Teresa Yee
11404 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568217

Wood Lori C
11336 Terrace Way
Manor, TX 78653
Property ID: 568202

De La Pena Yvonne
11300 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696912

Jankowiak Jon L & Shauna R Life
Estate
13320 Craven Ln
Manor, TX 78653-3387
Property ID: 760542

Hfs Brothers Investments LLC
107 Ranch Road 620 S Ste 350
Lakeway, TX 78734-3980
Property ID: 707692

Spitzengel Bruce
1711 Oak Shade Dr
Sugar Land, TX 77479-6480
Property ID: 568227

Small Lakesha
13605 Sun Dapple Ct
Manor, TX 78653-3869
Property ID: 696930

Cervantes Julie & Able
11304 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696916

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 568684

Yakubek Ronald
14213 Sage Blossom Dr
Manor, TX 78653-2343
Property ID: 940244

Turnquist Anthony John & Hannah
Kathleen Keating
14317 Mcarthur Dr
Manor, TX Usa 78653-2359
Property ID: 940230

Lank Alexandra Noelle
14308 Mcarthur Dr
Manor, TX Usa 78653-2359
Property ID: 940232

Montgomery Cara Rae & Michael
Lawre
147 Kellogg Ln
Bastrop, TX 78602-3214
Property ID: 568262

Kelly Diana
13808 Calera Cv
Manor, TX 78653-3692
Property ID: 568251

Sneed Karlton John & Brenda Kay
Sneed
13601 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696942

Donnelly Lisa G
13605 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696941

Saleh Sam F & Gaukhar
Kanlybayeva
11209 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696910

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961973

Scf Rc Funding Iv LLC
902 Carnegie Center Blvd Ste 520
Princeton, NJ 08540-6531
Property ID: 830449

Chavarria Jeremy
11513 Pillion Pl
Manor, TX 78653-3690
Property ID: 568264

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961989

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961987

Wal-Mart Real Estate Business Trust
PO Box 8050
Bentonville, AR 72712-8055
Property ID: 830451

13100 Fm 973 Inc
10095 Us Highway 290 E
Manor, TX 78653-0539
Property ID: 568070

Gonzales Kristen & Jacob
11608 Pillion Pl
Manor, TX 78653-3691
Property ID: 568255

Lick Dustin S & Heather L
17701 Claress Ln
Manor, TX 78653
Property ID: 961994

Mura Raymond C & Linda S
11700 Pillion Pl
Manor, TX 78653-3767
Property ID: 697052

Sanchez Arturo & Sanjuana Perez
Sanchez
13717 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697025

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 962362

Randle Lamont & Sharla M
11709 Pillow Pl
Manor, TX 78653
Property ID: 697026

Bichugatti Kiran & Shivani V
Thanalapati
14616 Kira Ln
Manor, TX 78653-2693
Property ID: 962328

Jackson Adrian Jerome & Carol
Michelle Jackson
14209 Kira Ln
Manor, TX 78653
Property ID: 962339

Perry Homes LLC
PO Box 34306
Houston, TX 77234-4306
Property ID: 962345

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 240887

Shadowglen Golf L P
12801 Lexington St
Manor, TX 78653-3333
Property ID: 888159

Manor Independent School Distr
PO Box 359
Manor,, TX 78653-0359
Property ID: 240891

290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240825

Reta Realty LLC
5301 Heather Ct
Flower Mound, TX 75022-5684
Property ID: 240892

Pokorney Daniel & Sherri Lynne
169 Pleasant Grove Rd
Elgin, TX 78621-5011
Property ID: 240896

Rector Cemetery
12801 Lexington St
Manor, TX 78653-3333
Property ID: 822534

Mkr Properties LLC Series 11211 Us
Hwy 290
5905 York Bridge Cir
Austin, TX 78749-2211
Property ID: 377649

Sonic Development Of Central Texas
PO Box 17788
Austin, TX 78760-7788
Property ID: 377650

Kusum Hospitality LLC
11301 Us Hwy 290 E
Manor, TX 78653-9714
Property ID: 377658

Ghulam Jeelani & Vikash Chadda
13100 Craven Ln
Manor, TX 78653-3389
Property ID: 760458

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 942298

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942297

Camara Ivan D & Evelyn G Zirena
16800 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942288

Thurman Jeff Lynn Jr & Kristeen
Ann
16901 Christina Garza Dr
Manor, TX 78653-2337
Property ID: 942262

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942260

Perry Homes LLC
9000 Gulf Fwy
Houston, TX 77017-7018
Property ID: 942259

Brew Darrell Gurome
16616 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942282

Brown Brandy Nichole
16612 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942281

Ibarra Roanda Lopez Etal
16613 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942257

Lee Junhee
16704 Edwin Reinhardt Dr
Manor, TX 78653-2159
Property ID: 910248

Needles Kay Elaine
16816 John Michael Dr
Manor, TX 78653-3392
Property ID: 760461

Hauflaire Jordan &
Drake Hauflaire
13205 Craven Ln
Manor, TX 78653-3390
Property ID: 760504

Harrison Chandler Court & Kathryn
Paige Bouldin
16425 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910213

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 804541

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 910220

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526066

Eckman James P & Cynthia
Edmondson
16916 John Michael Dr
Manor, TX 78653-3394
Property ID: 760466

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 526064

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 804537

Spence Carnelia
PO Box 518
Manor, TX 78653-0518
Property ID: 526044

Curry-Ikner Dallas
1112 Autumn Sage Way
Pflugerville, TX 78660-5864
Property ID: 526045

Habte-Ab Fess & MeAZa Demissie
11400 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568216

Marino Vincent D
11305 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568210

Ruth Mark W
11400 Terrace Meadow Way
Manor, TX 78653-3872
Property ID: 568203

Scott Trust
11328 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 568200

**De La Pena Yvonne & Luz Maria
Oranday**
11300 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696917

**Arellano Sonya & Nicolas Tejada
Valdez**
13600 Amber Dawn Ct
Manor, TX 78653-3868
Property ID: 696932

Anwar Shadab & Shaista Perween
11220 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696920

Joann M Hansen
11204 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696906

Wang Xiaomeng
12516 78th Ln Ne
Kirkland, WA 98034-7518
Property ID: 940246

Carreon Siggys J
14309 Mc Arthur Dr
Manor, TX 78653-2359
Property ID: 940228

City Of Manor
105 E Eggleston St
Manor, TX 78653-3463
Property ID: 862598

Larson Jessica
11213 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696911

Hudson Melissa A & Marc Jordan
11200 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696907

Masi Cheri & John
11201 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696908

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961976

Burrell Elliott Charles & Brenda J
13805 Calera Cv
Manor, TX 78653-3692
Property ID: 568247

Molla Syfuiddin Md & Jahanara Pervin
13808 Shadowlawn Trce
Manor, TX 78653-3694
Property ID: 568244

**Brazauski Adam Joseph Charles &
Bethan Grace Castle**
17700 Claress Ln
Manor, TX 78653-2727
Property ID: 961968

Vandeliwala Ismail
17708 Claress Ln
Manor, TX 78653-2727
Property ID: 961966

**Swartz Robert Walter & Joan Ruska
Benedetti**
11609 Pillion Pl
Manor, TX 78653-3691
Property ID: 568272

**Stubbs Michael Reyes & Catalina
Burgos**
17305 Howdy Way
Manor, TX 78653-2730
Property ID: 962006

Gagarin Ako & Gabriella Georgedes
17713 Claress Ln
Manor, TX 78653
Property ID: 961995

House Sharon D & Wadine Miles
11704 Pillion Pl
Manor, TX 78653-3767
Property ID: 697053

McClure Thomas Trent
14816 Kira Ln
Manor, TX 78653-2691
Property ID: 962316

**Shadowglen Residential Property
Owners Association Inc**
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 962426

Butler Family Partnership Ltd
PO Box 9190
Austin, TX 78766-9190
Property ID: 568069

**Kirksy Mylon Jamar & Diego Israel
Rodriguez Camacho**
14813 Kira Ln
Manor, TX 78653
Property ID: 962344

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962683

Paredes Joanne & Danny Tran
14621 Kira Ln
Manor, TX 78653-2693
Property ID: 962337

Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962682

290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240826

**Shadowglen Development
Corporation**
9900 Hwy 290 E
Manor, TX 78653-9720
Property ID: 860828

**Shadowglen Residential Property
Owners Association Inc**
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 725396

Alexander Darrell & Veronica
16808 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942290

11311 East Hwy 290 LLC
11311 Us Highway 290 E
Manor, TX 78653-9714
Property ID: 377659

Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 760459

Johnson Chelsea Ann
16709 Christina Garza Dr
Manor, TX 78653-2335
Property ID: 942253

Ladd Wendell Nelson Iii
16617 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942256

Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 725370

SchnelDer Luiza H & Andrew Walt
16505 Christina Garza Dr
Manor, TX 78653-2163
Property ID: 910211

Monje Pablo Hernandez
16905 John Michael Dr
Manor, TX 78653-3394
Property ID: 760497

Banks Michael D & Rachel Banks
16921 John Michael Dr
Manor, TX 78653-3394
Property ID: 760495

Morales Jose D Aguilar
13301 Craven Ln
Manor, TX 78653-3387
Property ID: 760513

Fry Elizabeth L & Briana S
17000 John Michael Dr
Manor, TX 78653-3393
Property ID: 760531

Mitri Nicolas & Catherine Chedrawi
11317 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568207

Willis William & Tia Kenyon
13324 Craven Ln
Manor, TX 78653-3387
Property ID: 760541

Klock Lauren Nicole & Charles
Sumter Belote Iv
14316 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940252

Haisler Dustin & Amanda
11216 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696921

Jaganathan Shiva And Sudha
14300 Sage Blossom Dr
Manor, TX 78653-2355
Property ID: 940256

Hooper Mikisha & Bryce R Davis
14217 Sage Blossom Dr
Manor, TX 78653-2343
Property ID: 940245

Kazmi Sajjad & Jamie Lynn
PettyJohn
13801 Calera Cv
Manor, TX 78653-3692
Property ID: 568248

Francis-Scott Angelene & Donald
Scott
13600 Branch Light Ln
Manor, TX 78653-3867
Property ID: 696943

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961993

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961992

Taylor Charles E & Jaimie Michelle
Murga
13809 Calera Cv
Manor, TX 78653-3692
Property ID: 568246

Warren Suzanne
13812 Shadowlawn Trce
Manor, TX 78653-3694
Property ID: 568245

Vasquez Jose Jr
13813 Shadowlawn Trace
Manor, TX 78653-3694
Property ID: 568256

Sierra Jesus & Veronica Luna
17204 Howdy Way
Manor, TX 78653-2729
Property ID: 961971

Insignares Eliana B & Shawn
Dileonardo
11601 Pillion Pl
Manor, TX 78653-3691
Property ID: 568270

Kattengell Mario
11612 Pillion Pl
Manor, TX 78653-3691
Property ID: 697016

Willis Sonny & April Ann
13728 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697022

Realtron Inc
13276 Research Blvd Ste 105
Austin, TX 78750-3225
Property ID: 697023

Ewing Phillip P & Irma
13721 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697024

Lawrence Kenneth Robert & Mary
Ellen Lawrence
225 Oxbow Cv
Georgetown, TX 78628-7088
Property ID: 961999

**Talley Angel E Perez & Ashley M
Perez Talley
17808 Claress Ln
Manor, TX 78653-2491
Property ID: 961961**

**Murphy Nicholas & Tess Rebecca
14800 Kira Ln
Manor, TX 78653
Property ID: 962320**

**Sanchez Glen & Sydnie J Saechow
17820 Claress Ln
Manor, TX 78653-2491
Property ID: 962076**

**Taylor Derek Maurice & Alejandra
Aldana Del
14712 Kira Ln
Manor, TX 78653-2692
Property ID: 962323**

**Sangam Purnachandra Rao &
Prashant
14809 Kira Ln
Manor, TX 78653-2691
Property ID: 962343**

**Guan Ping
14604 Kira Ln
Manor, TX 78653-2693
Property ID: 962331**

**Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962679**

**Meritage Homes Of Texas LLC
17013 Bridgefarmer Boulevard
Pflugerville, TX 78660
Property ID: 962612**

**Zezulka Theresa C Life Estate
13245 Gregg Manor Rd
Manor, TX 78653-3312
Property ID: 248003**

**Dwyer Peter A
9900 Us Highway 290 E
Manor, TX 78653-9720
Property ID: 240885**

**290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240832**

**290 East Not West LLC
421d Congress Ave
Austin, TX 78701
Property ID: 240831**

**Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 725399**

**Flake Michael Raymond & Linda
Marie
16816 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942292**

**Allen Daniel Carl & Miguel
16812 Christina Garza Dr
Manor, TX 78653-2336
Property ID: 942291**

**Gadberry Kelly Lee & Audrey Jean
Nicholson
16712 Christiana Garza Dr
Manor, TX 78653-2335
Property ID: 942286**

**Greater Texas Federal Credit U
Federal Credit Union
12544 Riata Vista Circle
Austin, TX 78727
Property ID: 773172**

**Cebol Leonard G & Marlene G
13108 Craven Ln
Manor, TX 78653-3389
Property ID: 760518**

**Forbes Christina & Tabitha A Croft
16608 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942280**

**Junction Development LLC
14747 N Northsight Blvd Ste 111-431
Scottsdale, AZ 85260-2631
Property ID: 377652**

**Chong Lyndsey Julianne Etal
16609 Christina Garza Dr
Manor, TX 78653-2164
Property ID: 942258**

**VelAZquez Roberto & Monica
Rodriguez
16424 Christina Garza Dr
Manor, TX Usa 78653-2162
Property ID: 910237**

**Stevenson Timothy & Harriet
16416 Christina Garza Dr
Manor, TX 78653-2162
Property ID: 910235**

**Elengold Mitchell E & Tresa L
16817 John Michael
Manor, TX 78653-3392
Property ID: 760499**

**Perez Carlos & Iris CamPOs
Rodriguez
17013 John Michael Dr
Manor, TX 78653-3393
Property ID: 760549**

**Ogsby Raymond Lee & Lou Ann
13412 Holly Crest Ter
Manor, TX 78653-3749
Property ID: 568619**

**Villarreal Miguel & Edith
11316 Runnel Ridge Rd
Manor, TX 78653-3873
Property ID: 568214**

**Shadowglen Residential Property
Owners Association Inc
11525 Shadowglen Trce
Manor, TX 78653-3878
Property ID: 940253**

**Thompson Peyton
11416 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568220**

**Copeland Joseph Jr & Paulette
Chatman-Copeland
11421 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568222**

Llew Keltner
PO Box 1688
Portland, OR 97207-1688
Property ID: 568221

Wall James E
11409 Runnel Ridge Rd
Manor, TX 78653-3874
Property ID: 568225

Howard David & Leah
PO Box 722
Manor, TX 78653-0722
Property ID: 568223

Love Nathan & Kristina Achuff
11308 Terrace Meadow Way
Manor, TX 78653-3871
Property ID: 696915

Carter Richard E & RUTHie
11224 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696919

Snow Troy
11212 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696904

Henton Nettie S & Lonnie M
11208 Terrace Meadow Way
Manor, TX 78653-3870
Property ID: 696905

Shadowglen Residential
11525 Shadowglen Trace
Manor, TX 78653-3878
Property ID: 568630

Winkler Howard
13444 Holy Crest Ter
Manor, TX 78653-3749
Property ID: 568627

Benavides Erin
14304 Mcarthur Dr
Manor, TX Usa 78653-2359
Property ID: 940233

Weaver Warren B
14305 Mcarthur Dr
Manor, TX 78653-2359
Property ID: 940227

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961974

Calderon Fecita Naomi
11501 Pillion Pl
Manor, TX 78653-3690
Property ID: 568261

Ortiz Noel
14217 Mcarthur Dr
Manor, TX Usa 78653-2358
Property ID: 940225

SG Land Holdings LLC
2646 Dupont Dr Ste 60 Pmb 520
Irvine, CA 92612-7651
Property ID: 961978

De La Rosa Gabriel & Patricia
11517 Pillion Pl
Manor, TX 78653-3690
Property ID: 568265

Riedl David A & Kristy L
11529 Pillion Pl
Manor, TX 78653-3690
Property ID: 568268

Vanbuskirk Jr John C & Sherri L
Vanbuskirk
13809 Shadowlawn Trce
Manor, TX 78653-3694
Property ID: 568257

Law Jonathan & Christine Law
17208 Howdy Way
Manor, TX 78653-2729
Property ID: 961970

Saini Sameer & Summer SIDdiqui
17704 Claress Ln
Manor, TX 78653-2727
Property ID: 961967

Jackson Travis & Tameika
13717 Shadowlawn Trce
Manor TX 78653-3693
Property ID: 697011

Sethuraman Priya
13708 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697013

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 962008

Berlin Tyler Andrew & Lauren Nicole
17720 Claress Ln
Manor, TX 78653-2727
Property ID: 961964

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 961996

Keller James li & Danielle M Newlin
13716 Shadowglade Pl
Manor, TX 78653-3768
Property ID: 697019

LGI Homes-Texas LLC
1450 Lake Robbins Dr Ste 430
The Woodlands, TX 77380-3294
Property ID: 961998

Pettis Clarizet Rene & Jermaine
Marquest
14801 Kira Ln
Manor, TX 78653-2691
Property ID: 962342

Thompson Nicholas & Cherise
14713 Kira Ln
Manor, TX 78653-2692
Property ID: 962340

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

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

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SHADOWGLEN SUBDIVISION (this “Fourth Amendment”) is dated effective this ____ day of _____, 2023 and is entered into between THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (“City”); and COTTONWOOD HOLDINGS, LTD., a Texas limited partnership (“Cottonwood”).

RECITALS

A. The City, Cottonwood, 2010 SHADOWGLEN, LLC, a Texas limited liability company (“2010 ShadowGlen”), TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Travis County MUD No. 2”); WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 1, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 1”); and WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 2”) previously entered into that certain Development Agreement for the ShadowGlen Subdivision (the “Development Agreement”) dated effective January 10, 2011 (as between the City and the Developer) and a Memorandum of Agreement was recorded as Document No. 2012158027 in the Official Public Records of Travis County, Texas giving notice of the Development Agreement and its terms.

B. Pursuant to that certain Assignment and Assumption of Development Agreement dated December 21, 2012, 2010 ShadowGlen, assigned its interest in the Development Agreement to SG LAND HOLDINGS LLC, a Delaware limited liability company (“SGLH”) (the “SGLH Assignment”).

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

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

E. The Development Agreement was subsequently amended by that certain First Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective March 4, 2020 and recorded as Document No. 2020135290 in the Official Public Records of Travis County, Texas (the “First Amendment”), that certain Second Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective July 2, 2020 and recorded as Document No. 2020244905 in the Official Public Records of Travis County, Texas (the “Second Amendment”), and that certain Third Amendment to the Development Agreement for the ShadowGlen Subdivision dated effective July 7, 2021 recorded as Document No. 2021267279 in the Official Public Records of Travis County, Texas (the “Third Amendment”).

F. Pursuant to that certain Partial Assignment and Assumption of Development Agreement dated August 14, 2020 which was recorded as Document No. 2020155115 in the Official Public Records of Travis County, Texas, SGLH assigned a portion of its interest in the Development Agreement to MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company (“Meritage”) (the “Meritage Assignment”). The Development Agreement, as assigned and modified by the SGLH Assignment, the ROW Addendum, the Phase 3 Addendum, the Meritage Assignment, the First Amendment, the Second Amendment, and the Third Amendment is referred to in this Fourth Amendment as the “Agreement”.

G. As provided for in the Third Amendment, if an amendment pertains to less than all of the Developer parties and does not modify the obligations in the Agreement as to the remaining Developer parties, then the Agreement may be modified or amended by joint action of only (a) the City, (b) the MUDs, and (c) the Developer parties subject to the modification or amendment at the time of such modification or amendment (as defined in the Third Amendment).

H. Cottonwood, as the sole owner of Parcel W-13A (the “NB 13A Parcel”) and Parcel W-13B Parcel (“Multifamily 13B Parcel”) (collectively, the “Cottonwood 13 Parcels”) hereby desires to modify and amend the Agreement solely with respect to the Cottonwood 13 Parcels, as more particularly set forth in this Fourth Amendment. The Cottonwood 13 Parcels are not included within Travis County MUD No.2, Wilbarger Creek MUD No.1, or Wilbarger Creek MUD No.2 (collectively, the “MUDs”).

J. The Cottonwood 13 Parcels are considered a portion of the PUD Property.

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this Fourth Amendment to the same extent as if set forth herein in full.
2. **Capitalized Terms.** All capitalized terms in this Fourth Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.
3. **Agreements as to the Cottonwood 13 Parcels.** To honor the intent of the Development Agreement, Cottonwood hereby agrees to include no less than 7,000 square feet of

space designated for Neighborhood Business on the ground floor of the building(s) constructed on the Cottonwood 13 Parcels (“NB Square Footage Requirement”). It is currently intended that the neighborhood business use will be located along Lexington within the NB 13A Parcel; provided, however until the building(s) are designed and constructed, it is unknown if any of the neighborhood business use will carry over to the Multifamily 13B Parcel. As a result, the Parties hereby agree as follows:

- (a) Cottonwood’s satisfaction of the NB Square Footage Requirement shall satisfy the intent of the Development Agreement that the NB-13A Parcel is used for Neighborhood Business regardless of the exact location of neighborhood business use within the Cottonwood 13 Parcels.
- (b) All development within the Multifamily 13B Parcel shall comply with the “MF-2” requirements established in the City of Manor Code of Ordinances, including but not limited to, the right to have density of up to 25 units an acre.
- (c) The Cottonwood 13 Parcels shall be deemed one parcel for purposes of calculating density of the multifamily use within the Cottonwood 13 Parcels. For example, if 150 units would be allowed within the NB 13A Parcel and 100 multifamily units would be allowed within the Multifamily 13B Parcel, Cottonwood shall be allowed 250 units within the Cottonwood 13 Parcels, so long as the NB Square Footage Requirement has been satisfied.

4. **Ratification of Agreement/Conflict**. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Fourth Amendment. To the extent there is any inconsistency between the Agreement and this Fourth Amendment, the provisions of this Fourth Amendment shall control.

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

DRAFT

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

CITY:

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

By: _____
Dr. Christopher Harvey, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

Approved as to form:

By: _____
Veronica Rivera, Assistant City Attorney

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2023, by Dr. Christopher Harvey, Mayor of THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

[S E A L]

Notary Public, State of Texas

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

COTTONWOOD:

COTTONWOOD HOLDINGS LTD., a Texas
limited partnership

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

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

§

COUNTY OF TRAVIS §

§

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ of Cottonwood General Partner, L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[S E A L]

Notary Public, State of Texas





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 20,796 Square Foot Wastewater Easement and a 19,514 Square Foot Acre Temporary Construction Easement (both as described in Exhibits "A," "B," and "C") from that 13.502 Acre Tract conveyed by Warranty Deed to Tuan and Nhieu Nguyen and recorded at Document Number 2022072304 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.

BACKGROUND/SUMMARY:

Since March 2023, the City has been engaged with multiple property owners to acquire easements to construct a wastewater line for the Cottonwood Creek West Tributary Wastewater Line project. The City secured a Possession Use Agreement (PUA) from the Nguyen family in July. Our consultants have made several attempts to contact the Nguyen representative since September to finalize the purchase agreement for the easement. The deadline for responding to the City's final offer has expired without the parties agreeing to the acquisition of the easement for the proposed project. Therefore, the next step is for the City Council to authorize the condemnation of the land.

The Resolution must be approved using specific motion language, as stated below, and a roll call vote must be taken.

LEGAL REVIEW: Yes, Paige Saenz, City Attorney
FISCAL IMPACT: Legal costs related to completing condemnation proceedings, which generally range from between \$7,500 to \$10,000 depending on the issues encountered, and the ultimately purchase price for the easement.
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2023 - 40

LEGAL RECOMMENDATION:

It is the City legal's recommendation that the City Council approve Resolution No. 2023-40 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 20,795 square feet and a temporary construction easement of 19,514 square feet from the property owned by Tuan and Nhieu Nguyen and described in Agenda Item (x) for the public use of constructing and operating wastewater lines and infrastructure improvements"

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

RESOLUTION NO. 2023-40*Cottonwood Creek West Tributary Wastewater Line
Parcel 1 (Nguyen)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT WASTEWATER LINE EASEMENT OVER A 20,796 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 19,514 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 13.502 ACRE TRACT OF LAND OUT OF THE LEMUEL KIMBRO SURVEY, ABSTRACT NO. 456, SITUATED IN TRAVIS COUNTY, TEXAS, BEING THE SAME LAND CONVEYED IN A WARRANTY DEED TO TUAN NGUYEN AND NGIEU NGUYEN, RECORDED IN DOCUMENT NO. 2022072304, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent wastewater line easement on, over, across, under and through that certain 20,796 square foot parcel of land situated in Travis County, Texas that is described with particularity in **Exhibits "A" and "C,"** both attached and incorporated herein by reference as if fully set out, and referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 19,514 square foot parcel in Travis County, Texas that is described with particularity in **Exhibits "B" and "C,"** both attached and incorporated by reference as if fully set out, and referred to hereafter as the "TCE," for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and

further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public wastewater line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent wastewater easement over, across, under and through that certain 20,796 square foot tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibits "A" and "C"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 19,514 square foot tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibits "B" and "C"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.
4. That the City's agents, representatives, or employees are hereby authorized to:
 - a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;
 - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
 - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
 - d. Negotiate with the owners of any such properties for the purchase thereof;
 - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
 - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
 - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.
8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Manor, Texas this 6th day of
December 2023.

THE CITY OF MANOR, TEXAS

ATTEST:

By: Dr. Christopher Harvey, Mayor

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera, Assistant City Attorney

FIELD NOTES FOR A 20,796 SQUARE FOOT SANITARY SEWER EASEMENT:

A **20,796 Square Foot** Sanitary Sewer Easement, located in the Lemuel Kimbro Survey, Abstract No. 456, Travis County, Texas, being a portion of a called 13.502 Acre tract of land, described in Document No. 2022072304, Official Public Records of Travis County, Texas. Said 20,796 Square Foot Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said 13.502 Acre tract and Bois-D-Arc Road, a variable width Right of Way, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the southeast line of said Bois-D-Arc Road, for the northerly most common corner of said 13.502 Acre tract and a called 15.20 Acre tract of land described in Document No. 2016064061, Official Public Records of Travis County, Texas, bears N 27° 13' 56" E, with said common line, a distance of 177.47 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **S 63° 44' 14" E**, a distance of **169.65 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **S 23° 55' 53" W**, a distance of **156.53 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **S 14° 02' 15" E**, a distance of **327.33 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **S 47° 24' 10" W**, a distance of **203.96 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Manor Heights South Phase 1, Section 1, a plat of record in Document No. 202100001, Official Public Records of Travis County, Texas, for corner, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" for the common corner of said 13.502 Acre tract, said 15.20 Acre Tract, said Manor Heights South Phase 1, Section 1, and the remainder of a called 267.942 Acre tract of land described in Document No. 2019176020, Official Public Records of Travis County, Texas, bears S 62° 00' 02" E, with said common line, a distance of 762.85 feet;

Thence: **N 62° 00' 02" W**, with said common line, a distance of **26.51 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in said common line, for corner, from which a found 1/2" iron rod with a red cap stamped "KHA" in the southwest line of said 13.502 Acre tract, for the northwest corner of said Manor Heights South Phase 1, Section 1, bears N 62° 00' 02" W, with said common line, a distance of 272.74 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **N 47° 24' 10" E**, a distance of **197.91 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **N 14° 02' 15" W**, a distance of **321.08 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **N 23° 55' 53" E**, a distance of **141.15 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **N 63° 45' 12" W**, a distance of **146.07 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Bois-D-Arc Road, for corner;

Thence: **N 27° 13' 56" E**, with said common line, a distance of **25.02 feet** to the **POINT OF BEGINNING** and containing **20,796 Square Feet** of land, situated in Travis County, Texas.

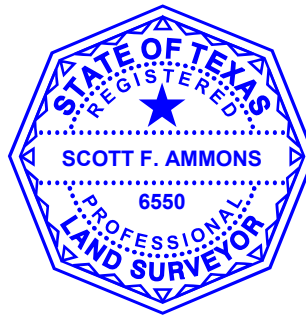
NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



SCOTT F. AMMONS
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



FIELD NOTES FOR A 19,514 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **19,514 Square Foot** Temporary Construction Easement, located in the Lemuel Kimbro Survey, Abstract No. 456, Travis County, Texas, being a portion of a called 13.502 Acre tract of land, described in Document No. 2022072304, Official Public Records of Travis County, Texas. Said 19,514 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said 13.502 Acre tract and Bois-D-Arc Road, a variable width Right of Way, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the southeast line of said Bois-D-Arc Road, for the northerly most common corner of said 13.502 Acre tract and a called 15.20 Acre tract of land described in Document No. 2016064061, Official Public Records of Travis County, Texas, bears N 27° 13' 56" E, with said common line, a distance of 202.49 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **S 63° 45' 12" E**, a distance of **146.07 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **S 23° 55' 53" W**, a distance of **141.15 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **S 14° 02' 15" E**, a distance of **321.08 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **S 47° 24' 10" W**, a distance of **197.91 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Manor Heights South Phase 1, Section 1, a plat of record in Document No. 202100001, Official Public Records of Travis County, Texas, for corner, from which a set 1/2" iron rod with a pink cap stamped "GBA 10194808" for the common corner of said 13.502 Acre tract, said 15.20 Acre Tract, said Manor Heights South Phase 1, Section 1, and the remainder of a called 267.942 Acre tract of land described in Document No. 2019176020, Official Public Records of Travis County, Texas, bears S 62° 00' 02" E, with said common line, a distance of 789.36 feet;

Thence: **N 62° 00' 02" W**, with said common line, a distance of **26.51 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in said common line, for corner, from which a found 1/2" iron rod with a red cap stamped "KHA" in the southwest line of said 13.502 Acre tract, for the northwest corner of said Manor Heights South Phase 1, Section 1, bears N 62° 00' 02" W, with said common line, a distance of 246.23 feet;

Thence: Over and across said 13.502 Acre tract, the following four (4) courses:

1. **N 47° 24' 10" E**, a distance of **191.86 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
2. **N 14° 02' 15" W**, a distance of **314.82 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
3. **N 23° 55' 53" E**, a distance of **125.74 feet**, to a set 1/2" iron rod with a pink cap stamped "GBA 10194808", for corner;
4. **N 63° 45' 12" W**, a distance of **122.49 feet** to a set 1/2" iron rod with a pink cap stamped "GBA 10194808" in the common line between said 13.502 Acre tract and Bois-D-Arc Road, for corner;

Thence: **N 27° 13' 56" E**, with said common line, a distance of **25.00 feet** to the **POINT OF BEGINNING** and containing **19,514 Square Feet** of land, situated in Travis County, Texas.

NOTES:

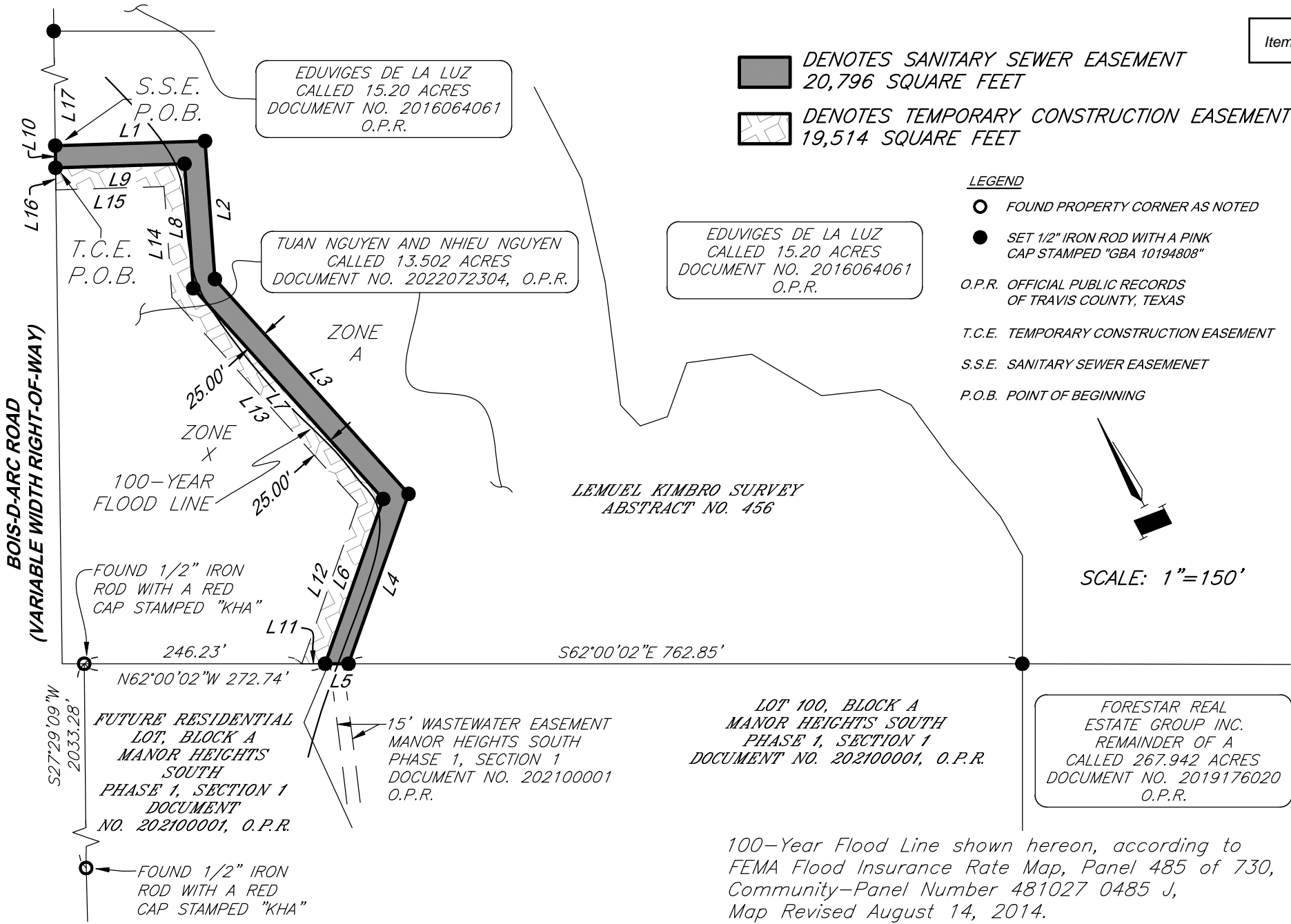
1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

This is to certify that this real property legal description has been prepared by me or under my direct supervision.



SCOTT F. AMMONS
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS





2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBP ELS FIRM #10194808

PROJECT NUMBER
15128.00

DATE
03/31/2023

Exhibit "C"
Sanitary Sewer Easement &
Temporary Construction Easement
Manor, Travis Co., TX

SHEET NUMBER

3 of 4

Line Table		
Line #	Bearing	Distance
L1	S 63° 44' 14" E	169.65
L2	S 23° 55' 53" W	156.53
L3	S 14° 02' 15" E	327.33
L4	S 47° 24' 10" W	203.96
L5	N 62° 00' 02" W	26.51
L6	N 47° 24' 10" E	197.91
L7	N 14° 02' 15" W	321.08
L8	N 23° 55' 53" E	141.15
L9	N 63° 45' 12" W	146.07
L10	N 27° 13' 56" E	25.02
L11	S 62° 00' 02" E	26.51
L12	N 47° 24' 10" E	191.86
L13	N 14° 02' 15" W	314.82
L14	N 23° 55' 53" E	125.74
L15	N 63° 45' 12" W	122.49
L16	N 27° 13' 56" E	25.00
L17	N 27° 13' 56" E	177.47

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

[Handwritten signature]



© 1912017 Civil 3D/Blender Drawings/Survey/15128/0000.dwg Layout: T14-4-21-17-1-1 SHEET 4 of 4 Plot Date: 2/28/2023 2:28pm Copyright 2023, George Butler Associates, Inc.



2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com

PROJECT NUMBER
15128.00

DATE
03/31/2023

Exhibit "D"
Sanitary Sewer Easement &
Temporary Construction Easement
Manor, Travis Co., TX

SHEET NUMBER

4 of 4



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointments of the City Council Committees.

- Budget Committee
- Public Improvement District Committee
- Park Committee
- Public Tree Advisory Board
- Economic Development Committee
- Capital Improvement Committee
- Community Collaborative Committee
- Healthcare Committee
- Emergency Management Committee
- Public Safety Committee

BACKGROUND/SUMMARY:

On December 7, 2022, the City Council discussed the existing Council Committee assignments and took action to assign members to 10 committees. With the approval of the City Council pay structure, it would be appropriate for the City Council to re-evaluate the current committees here in 2023 and allow members to seek new committee assignments and not wait until December 2024 for reappointments and committee assignments to be assigned. As the city continues to grow and expand our services, the City Council's initiatives will need to align with the priorities and allow the Council Committees to assist with evaluating current policies and procedures to ensure the organization is operating as efficiently as possible.

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

- City Council Committee Roster

LEGAL RECOMMENDATION:

The city staff recommends that the City Council evaluate and redistribute Council Committee assignments for 2024 and confirm and/or reappoint chairpersons for each committee.

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

MAYOR & CITY COUNCIL COMMITTEE'S ROSTER

Item 11.

Committee / Board	Council Members / Staff Liaison	Appointed	Reappointed	Expires
Budget Committee	Maria Amezcua, Council Member – Chair Deja Hill, Council Member Staff Liaisons: Scott Moore, City Manager TBA, Director of Finance	11/17/2021 7/6/2022	12/7/2022	12/2024
PID Committee	Aaron Moreno, Council Member – Chair Anne Weir, Council Member Staff Liaison: Scott Moore, City Manager	11/17/2021 11/18/2020	12/7/2022 11/17/2021	12/2024
TIRZ Board	All current Council serves on this Board per TIRZ Bylaws Mayor - Chair Staff Liaison: Scott Moore, City Manager	11/17/2021		11/17/2023
Park Committee	Sonia Wallace, Council Member - Chair Aaron Moreno, Council Member Staff Liaison: Matthew Woodard, Public Works Director Lance Zeplin, Streets/Parks Superintendent	11/17/2021	12/7/2022	12/2024
Public Tree Advisory Board	Sonia Wallace Council Member – Chair Aaron Moreno, Council Member Julie Leonard(P&Z) Felix Paiz (P&Z) Staff Liaison: Matthew Woodard, Public Works Director Lance Zeplin, Streets/Parks Superintendent	11/17/2021	12/7/2022	12/2024
Economic Development Committee	Mayor Harvey – Chair Anne Weir, Council Member Staff Liaison: Scott Moore, City Manager Scott Jones, Economic Dev. Director	7/7/2021	11/17/2021 12/7/2022	12/2024

MAYOR & CITY COUNCIL COMMITTEE'S ROSTER

Item 11.

Capital Improvement Committee	Mayor Harvey - Chair Maria Amezcua, Council Member Staff Liaison: Scott Moore, City Manager	11/17/2021	12/7/2022	12/2024
Education Committee Name Changed to Community Collaborative Committee	Christopher Harvey, Mayor - Chair Emily Hill, Mayor Pro Tem Staff Liaison: Scott Moore, City Manager	12/16/2020 12/7/2022	12/7/2022 11/17/2021	12/2024
HealthCare Committee	Anne Weir, Council Member – Chair Aaron Moreno, Council Member Staff Liaison: Scott Moore, City Manager	11/17/2021	12/7/2022	12/2024
Emergency Management Committee	Mayor Harvey Maria Amezcua, Council Member Aaron Moreno, Council Member Staff Liaisons: Ryan Phipps, Chief of Police - Chair Scott Moore, City Manager	11/17/2021	12/7/2022	12/2024
Public Safety Committee	Mayor Harvey Sonia Wallace, Council Member - Chair Emily Hill, Mayor Pro Tem Staff Liaisons: Ryan Phipps, Chief of Police Scott Moore, City Manager	11/17/2021	12/7/2022	12/2024



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 0.98 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.

BACKGROUND/SUMMARY:

This approximately 1-acre tract is at the northeast corner of US 290 and FM 973 where a fireworks stand is currently located. As part of the Manor Commons Phase 3 Chapter 380 Agreement and Development Agreement, the property owner was required to request annexation so their entire property was within the city limits. The agreement with the property would permit the fireworks stand to operate until December 31, 2024. The property owner has also filed a zoning request for this tract to C-1 Light Commercial which is consistent with the remainder of the property. The schedule for this annexation has the public hearing and first reading scheduled for January 3rd, 2024 but the second reading does not occur until February 7th, 2024. This allows for the zoning case to be heard at the January 10th P&Z meeting, then the first reading at City Council on January 17th, so the second reading of the annexation and zoning would both be considered on the same agenda on February 7th.

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

- Resolution No. 2023-41
- Petition
- Schedule

STAFF RECOMMENDATION:

The City staff recommends that the City Council approve Resolution No. 2023-41 accepting the petition for voluntary annexation of 0.98 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 and set a public hearing for January 3, 2024

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

RESOLUTION NO. 2023-41

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 0.98 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:

Being 0.98 acres of land, more or less, out of the Greenbury Gates Survey No. 63,

Abstract No. 315 in Travis County, Texas, being all of that certain (0.98 acre) tract of land as conveyed to Terrell Timerman by Quitclaim Deed recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas; said 0.98 acre tract being more particularly described in Exhibit "A."

A public hearing is set for the date of January 3, 2024. 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 _____ day of _____, 2023.

ATTEST:

CITY OF MANOR, TEXAS:

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

Exhibit "A"
Subject Property Description
+/- 0.98 Acres

HOLT CARSON, INCORPORATED

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
Texas Licensed Surveying Firm Registration No. 10050700
e-mail: survey@hciaustin.com

October 28, 2023

FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING FOR REFERENCE at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified as "Tract Five" as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

THENCE with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **S 62 deg. 16'52" E 72.63 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

0.98 Acre

End of Page 1 of 2

0.98 Acre
Page 2 of 2

- 2.) **S 12 deg. 04'31" W 347.04 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner of the herein described tract;

THENCE with the North right-of-way line of U.S. Highway 290 and with the South line of said (0.98 acre) Timmermann tract, **S 87 deg. 12'05" W 101.08 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, **S 87 deg. 12'05" W 442.22 ft.** (direct tie) ;

THENCE leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";
- 2.) **N 27 deg. 44'25" E 294.68 ft.** to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson
Registered Professional Land Surveyor No. 5166
Reference Map: A 1130016

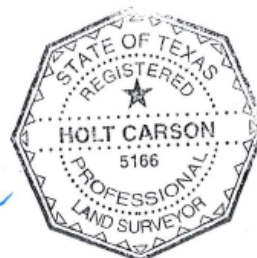




Exhibit “B”
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

**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 _____, (“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;

WHEREAS, the City and the Landowner agree each will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and 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:

Section 1. 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 and as described in **Exhibit A** attached hereto and incorporated herein.

Section 2. Services. 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:

(a) **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:

(1) 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.

(2) 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.

(3) 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.

(4) Animal control as follows:

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

(5) Maintenance of City-owned parks and playgrounds within the City.

(6) 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.

(7) Maintenance of other City facilities, buildings and service.

(8) 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.

(b) **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:

(1) Water service and maintenance of water facilities as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is 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 Property's Landowner 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 Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property 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 Property's Landowner requests and is able to connect to the City's water utility system.

(2) Wastewater service and maintenance of wastewater service as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is 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 Property's Landowner 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 Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property 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's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

(A) 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:

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

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

(B) 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:

(i) As provided in (3)(A)(i)&(ii) above;

(ii) 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;

(iii) 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

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

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **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.

Section 3. Term. The term of this Agreement is ten (10) years from the Effective Date.

Section 4. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 5. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 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.

Section 7. 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.

Section 8. Choice of Law. This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Travis County, Texas.

Section 9. 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 Landowner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 10. Enforcement; Waiver. This Agreement may be enforced by Landowner 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 11. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 12. 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.

Section 13. 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 14. 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(S):

By: _____

Name (print): _____

Title: _____

Date: _____

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

Exhibit A
Subject Property Description

ANNEXATION PETITION

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

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

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

WHEREAS, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), 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 §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees 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 Request and Petition:

SECTION ONE: Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being .98 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees 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 Services Agreement.

SECTION FIVE: Agrees that a copy of this Request and Petition 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.

Petitioner: Geraldine Timmermann, an individual residing in Texas

By: Barth Timmermann, Acting under Power of Attorney

Name Barth Timmermann

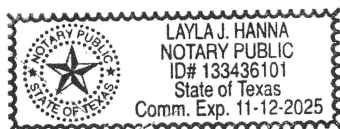
Title: Power of Attorney

STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this 20th day of September, 2023 personally appeared Barth Timmermann, acting under Power of Attorney for Geraldine Timmermann, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they 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 20th day of September, 2023

(SEAL)



[Signature]
Notary Public-State of Texas

FILED, this 28th day of September, 2023, with the City Secretary of the City of Manor, Travis County, Texas.

Attest:

[Signature]
Lluvia T. Almaraz, TRMC
City Secretary



EXHIBIT "A" TO ANNEXATION PETITION PROPERTY DESCRIPTION

QUITCLAIM DEED

NAR-9-81B 939 • 9.00

900
2-52-2573

THE STATE or TEXAS 1

1 KNOW ALL MEN BY THESE PRESENTS :

COUNTY or TRAVIS 1

That I, Jessie Lee Bell Fowler, a widow, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by Terrell Timerman, of Travis County, Texas, receipt of which is hereby acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM unto Terrell Timerman ail of my right, title and interest in and to the following described real property situated in Travis County, Texas, to-wit:

0.98 of an acre of land out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, being more particularly described by metes and bounds in field note description attached hereto marked Exhibit 'A' and incorporated herein for all pertinent purposes.

TO HAVE AND TO HOLD all of my said right, title and interest in and to the above described property and premises unto the said Terrell Timerman, his heirs and assigns forever, so that neither I nor my heirs, legal representatives or assigns shall at any time hereafter have, claim or any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

EXECUTED this the 6th day of March, 1981.

Jessie Lee Bell Fowler
Jessie Lee Bell Fowler

7005.1.

Travis County, Tex
11

DEED RECORDS

THE STATE or TEXAS 1

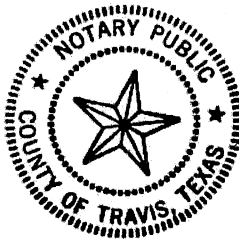
COUNTY OF TRAVIS 1

2-52-2574

BEFORE ME, the undersigned Authority, on this day personally appeared
 Jessie Lee Bell Fowler, known to me to be the person whose name is subscribed
 to the foregoing instrument, and acknowledged to me that she executed the same
 for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND

AND SEAL OF



Notary _____
 this _____
 of March, 1981.

n an or T v

County,
TexasOFFICE on
the 6th day

ELIZABETH A. BYRNE, Notary Public in Travis County, Texas
 My Commission Expires November 14, 1981

NOTARY SO'

73351.

TUE RIPPY SVRVF.VINGCOMP
 r.o. DOX13182

CLINTON'S RIPPY
CLINTON L. RIPPY
REGISTERED PUBLIC ACCOUNTANT

N. TAAH TAYO!
AUÄTN. 020-0113

December 23, 1980

Field Notes describing a tract of land containing 0.98 of an acre out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, said 0.93 acre tract being more particularly described as being a portion of that certain tract of land conveyed to Cecile Hague by deed of record in Volume 560 Page 7 of the Travis County, Texas Deed Records, said 0.98 acre tract being further described as? being a portion of that certain channel easement described as tract No. 2 in an easement from Cecile W. Hague to the State Of Texas, dated July 27, 1939, and found of record in Volume

622, Page 449 of the Travis County, Texas Deed Records, said 0.98 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a concrete right-of-way marker found at the northeast corner intersection of U. S. Highway No. 290 and Farm to-Market Road No. 973 for the southwest corner of the tract herein described, said point also being at the northwest corner of that certain tract of land described as 4.959 acres in a deed of record in Volume 3269, Page 1645 of the Travis County, Texas Deed Records ;

~~THENCE with the east right-of-way line of said F. M. 973 the following two~~
(2) courses;

- i. N 09 ° -26' W 120.54 feet to a concrete right-of-way marker . found ;
2. N 30 ° -59' E 294.68 feet to a point in the north line of the above said channel easement for the northwest corner of the tract herein described;

THENCE leaving said F. M. 973 and with the north line of said easement S 58 ° -27' E 72.63 feet to a point at the northeast corner of said easement for the northeast corner of the 0.98 acre tract herein described;

THENCE the east line of said easement S 15 ° -30' W 347.04 feet to a point in the present north right-of-way line of the above said U. S. Highway No. 290 for the southeast corner of the 0.98 acre tract herein described;

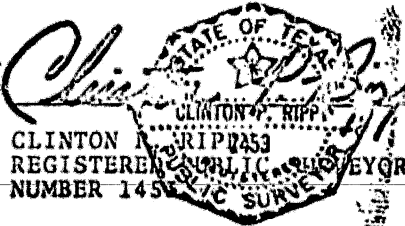
Con't.

Exhibit "A" Page 1

THENCE with the present north right-of-way line of said highway, same being the north line of the above said 4.959 acre tract, N 89 ° -30' W 101.08 feet to the place of BEGINNING containing 0.98 of an acre of land.

I hereby certify that the foregoing notes w;c; c compiled partially from surveys made on the ground and wore partially computed, they are true and correct to the best of my ability, this the 23rd day of December, 1981.

2-52-2576



FILED

MAR 9 3 46 PM '81

Doris H. Hargrave
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Exhibit

Page 2

STATE OF TEXAS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me, and was duly
recorded, in the Volume and Page of the record indexes
of Travis County, Texas, as stamped herein by me, on



MAR 9 1981

Doris H. Hargrave
COUNTY CLERK
TRAVIS COUNTY, TEXAS

7355

*151

**EXHIBIT "B" TO ANNEXATION PETITION
DRAFT SERVICE AGREEMENT
[FOLLOWS THIS PAGE]**

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 Geraldine Timmermann, an individual residing in Texas ("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 owner 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(S):

Geraldine Timmermann, an individual residing in Texas

By: Barth Timmermann,
Acting under Power of Attorney

Name (print): Barth Timmermann

Title: Power of Attorney

Date: 9/20/23

SCHEDULE FOR VOLUNTARY ANNEXATION

Timmermann +/- 0.98 Acre Tract

Item 12.

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 6, 2023	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - and sets a PUBLIC HEARING for January 3, 2024	Loc. Gov't Code, §§ 43.067 & 43.0671;
December 22, 2023** Publish notice of Public Hearing (Notify paper by 5pm Monday December 18 th) and send school district notice and public entity notice(s)	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.) PUBLIC ENTITY NOTICES (notify each public entity - includes a county, fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.)	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
January 3, 2024*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
January 3, 2024*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
February 7, 2024; Or at a special called meeting after the 1st First Reading (City Charter, Section 4.06 (d))	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 9. ESD, if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	

*Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.

**Newspaper notice to paper by 5p.m. Monday for publication on Friday of same week.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Acknowledge the resignation of Planning and Zoning Commissioner LaKesha Small, Place No. 7, and declare a vacancy.

BACKGROUND/SUMMARY:

Commissioner Small has provided a resignation letter that will be effective after the December 13th P&Z meeting. She currently fills one of two ETJ positions on the Planning and Zoning Commission. At the December 20th City Council meeting, there will be agenda items to conduct interviews to fill her vacant seat and to appoint an ETJ resident should the City Council choose to do so. Also at the Dec. 20th meeting, the City Council will consider appointments for the expired terms of places 2, 4, and 6. Those places are held by in-city residents.

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

- LaKesha Small – Resignation Letter

STAFF RECOMMENDATION:

The City staff recommends that the City Council acknowledge the resignation of Planning and Zoning Commissioner LaKesha Small and declare a vacancy for Place No. 7 effective December 14, 2023.

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



Mayor, Dr. Christopher Harvey
c/o Scott Dunlop
105 E. Eggleston St
P.O. Box 387
Manor, TX 78653

Dear Mayor Dr. Christopher Harvey,

This letter represents my official notice of resignation from my board position with the City of Manor Planning and Zoning for Place 7 as the current chair which is to be made final of the 31st day of December 2023.

I regretfully announce this decision due to focusing on my personal development and continuing education that will conflict with the time to be fully vested into P&Z.

It has been with great pleasure to be alongside phenomenal individuals representing the city of Manor, Texas whereas I will always appreciate the experience and knowledge gained during my time here.

Sincerely,

A handwritten signature in black ink, appearing to read 'LaKesha Small', written in a cursive style.

LaKesha Small



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 6, 2023
PREPARED BY: Tracey Vasquez, Director
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to close City Offices at noon on Friday, December 15, 2023.

BACKGROUND/SUMMARY:

The annual City Employee Holiday Luncheon will be held at Richland Community Hall, located on Cameron Rd. on December 15th. This request has been considered for the past several years and is being requested here in 2023. As the city continues to build an inclusive workforce, creating an opportunity for the employees to be recognized amongst their peers on an annual basis. This increases employee morale and helps the city retain and attract new employees to our organization.

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

STAFF RECOMMENDATION:

The City staff recommends that the City Council approve to closing of City Offices at noon on Friday, December 15, 2023.

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